

MASSACHUSETTS ELECTRIC COMPANY

Residential Regular R-1
M D.P.U. No. 945

Effective
January 1, 1997

Adjusted By:

Energy Conservation Service (ECS) Charge
Adjustment for Cost of Conservation and Load Management

July 1, 1996
January 1, 1996

Monthly Charge as Adjusted

Rates for Retail Delivery Service

<u>Customer Charge</u>	\$6.60
<u>Wires Charge per kWh</u>	6.292¢

Rate for Energy Service

<u>Charge per kWh</u>	.874¢
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Interruptible Credits

IC-1	\$5.50
IC-2	\$7.50
IC-3 (billing months of July, Aug., Sept. and Oct. only)	\$6.00
IC-4 (billing months of July, Aug., Sept. and Oct. only)	\$6.50

Minimum Charge

The monthly Customer Charge.

Other Rate Clauses apply as usual.

MASSACHUSETTS ELECTRIC COMPANY

RESIDENTIAL REGULAR R-1

AVAILABILITY

Service under this rate is available for all domestic purposes in an individual private dwelling or an individual apartment and for church and farm purposes. The Company may under unusual circumstances permit more than one set of living quarters to be served through one meter under this rate, but if so, the Customer Charge shall be multiplied by the number of separate living quarters so served. A church and adjacent buildings owned and operated by the church may be served under this rate, but any such buildings separated by public ways must be billed separately.

Customers whose average monthly usage for the previous 12 months exceeds 2500 KWH per month may elect to take service on rate R-4, subject to the availability of the appropriate metering equipment.

MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges, Energy Service Charges and Fuel Adjustment Charge, less the applicable Interruptible Credit, if any:

Rates for Retail Delivery Service

<u>Customer Charge</u>	\$6.45
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<u>Wires Charge per kWh</u>	6.021¢
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Rate for Energy Service

<u>Charge per kWh</u>	.874¢
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Interruptible Credits

If the Customer has installed an electric water heater of a type approved by the Company, and permits the Company to control the operation of the water heater for the specified number of hours per day and during emergency situations, the Customer will receive the following credit each month:

	<u>Control hrs./day</u>	<u>Credit</u>
IC-1	6	\$5.50
IC-2	16	\$7.50

MASSACHUSETTS ELECTRIC COMPANY

RESIDENTIAL REGULAR R-1

If the Customer has installed a central air conditioning system of a type approved by the Company, and permits the Company to control the operation of the compressor for that system for the specified number of hours per day and during emergency situations, the Customer will receive the following credit each summer billing month (defined as, July, August, September and October):

	<u>Control hrs./day</u>	<u>Credit</u>
IC-3	6	\$6.00

If the Customer has installed a pool pump of a type approved by the Company, and permits the Company to control the operation of the pool pump for the specified number of hours per day and during emergency situations, the Customer will receive the following credit each summer billing month (defined as July, August, September and October):

	<u>Control hrs./day</u>	<u>Credit</u>
IC-4	6	\$6.50

ADJUSTMENT FOR COST OF CONSERVATION AND LOAD MANAGEMENT

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner provided in the Company's Conservation Cost Factor Provisions to reflect costs related to the Company's Conservation and Load Management Programs.

ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Standard Fuel Clause as from time to time effective in accordance with law.

MINIMUM CHARGE

The monthly minimum charge shall be the monthly Customer Charge.

MASSACHUSETTS ELECTRIC COMPANY

RESIDENTIAL REGULAR R-1

BIMONTHLY BILLING

The Company reserves the right to read meters and render bills on a bimonthly basis. When bills are rendered bimonthly, the Customer Charge, the Interruptible Credits, and the Minimum Charge shall be multiplied by two.

TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective January 1, 1997

MASSACHUSETTS ELECTRIC COMPANY

	Effective
Residential Low Income R-2	January 1, 1997
M.D.P.U. No. 946	

Adjusted By:

Energy Conservation Service (ECS) Charge	July 1, 1996
Adjustment for Cost of Conservation and Load Management	January 1, 1996

Monthly Charge as Adjusted

Rates for Retail Delivery Service

<u>Customer Charge</u>	\$4.34
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<u>Wires Charge per kWh</u>	4.196¢
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Rate for Energy Service

<u>Charge per kWh</u>	.640¢
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Interruptible Credit

IC-1	\$5.50
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IC-2	\$7.50
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Minimum Charge

The monthly Customer Charge.

Other Rate Clauses apply as usual.

MASSACHUSETTS ELECTRIC COMPANY

RESIDENTIAL-LOW INCOME R-2

AVAILABILITY

Service under this rate is available only to currently qualified customers for all domestic purposes in an individual private dwelling or an individual apartment, providing such customer meets both of the following criteria:

1. Must be the head of a household or principal wage earner.
2. Must be presently receiving Supplemental Security Income from the Social Security Administration; one of the following from the Massachusetts' Department of Public Welfare: Medicaid, Food Stamps, General Relief or Aid to Families with Dependent Children; Low Income Heating Energy Assistance Program (LIHEAP) from a certified Community Action Program Agency; or Veteran's Service Benefits (Chapter 115) from the Commonwealth of Massachusetts' Veteran Services Administration.

It is the responsibility of the customer to annually certify, by forms provided by the utility, the continued compliance with the foregoing qualifications.

The Company may under unusual circumstances permit more than one set of living quarters to be served through one meter under this rate, but if so, the Customer Charge and the kilowatt-hours in each block of the Monthly Charge shall be multiplied by the number of separate living quarters so served.

MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges, Energy Service Charges and Fuel Adjustment Charge, less the applicable Interruptible Credit, if any:

Rates for Retail Delivery Service

<u>Customer Charge</u>	\$4.19
<u>Wires Charge per kWh</u>	3.925¢

Rate for Energy Service

<u>Charge per kWh</u>	.640¢
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MASSACHUSETTS ELECTRIC COMPANY

RESIDENTIAL-LOW INCOME R-2

Interruptible Credits

If the Customer has installed an electric water heater of a type approved by the Company, and permits the Company to control the operation of the water heater for the specified number of hours per day and during emergency situations, the Customer will receive the following credit each month:

<u>Control hrs./day</u>	<u>Credit</u>	
IC-1	6	\$5.50
IC-2	16	\$7.50

ADJUSTMENT FOR COST OF CONSERVATION AND LOAD MANAGEMENT

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner provided in the Company's Conservation Cost Factor provisions to reflect costs related to the Company's Conservation and Load Management programs.

ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Standard Fuel Clause as from time to time effective in accordance with law.

MINIMUM CHARGE

The monthly minimum charge shall be the monthly Customer Charge.

BIMONTHLY BILLING

The Company reserves the right to read meters and render bills on a bimonthly basis. When bills are rendered bimonthly, the Customer Charge, the kilowatt-hours stated in each block, the Interruptible Credits and the Minimum Charge shall be multiplied by two.

MASSACHUSETTS ELECTRIC COMPANY

RESIDENTIAL-LOW INCOME R-2

TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective January 1, 1997

MASSACHUSETTS ELECTRIC COMPANY

Residential - Time-of-Use (Optional) R-4
M.D.P.U. No. 947
Adjusted by:

Effective
January 1, 1997

Energy Conservation Service (ECS) Charge
Adjustment for Cost of Conservation and Load Management

July 1, 1996
January 1, 1996

Monthly Charge as Adjusted

Rates for Retail Delivery Service

Customer Charge \$21.27

Metering Charge

If applicable

Wires Charge per kWh

Peak Hours Use 11.874¢

Off-Peak Hours Use 3.132¢

Rate for Energy Service

Peak Hours Use 2.042¢

Minimum Charge

The monthly Customer Charge plus the applicable Metering Charge, if any.

Other rate clauses apply as usual.

MASSACHUSETTS ELECTRIC COMPANY

RESIDENTIAL - TIME-OF-USE (OPTIONAL) R-4

AVAILABILITY

Service under this rate is available for all domestic purposes in an individual private dwelling or an individual apartment and for church and farm purposes. For customers requiring special and complex metering for service, the availability of this rate will be subject to the Company's ability to render such service.

The Company may due to limitations of space, considerations of safety or an existing condition of the premises affecting the delivery of electric service, permit more than one dwelling unit to be served through one meter under this rate, but if so, the Customer Charge shall be multiplied by the number of dwelling units so served. A church and adjacent buildings owned and operated by the church may be served under this rate, but any such buildings separated by public ways must be billed separately.

Any residential customer whose average usage exceeds 2500 KWH/month for a 12 month period may elect to take service under this rate effective with installation of appropriate metering.

The actual delivery of service and rendering of bills under this rate is contingent upon the installation of the necessary time-of-use metering equipment by the Company; subject to both the availability of such meters from the Company's supplier and the conversion or installation procedures established by the Company. Until service can be provided under this rate, the customer shall take service under Rate R-1.

MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges, Metering Charge (if applicable), Energy Service Charges and Fuel Adjustment Charge.

Rates for Retail Delivery Service

<u>Customer Charge</u>	\$21.12
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New customers requiring special or complex metering for service shall pay a Metering Charge determined on an individual customer basis.

Wires Charge per KWH

Peak Hours Use	11.603¢
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Off-Peak Hours Use	2.861¢
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Rate for Energy Service

<u>Peak Hours Use</u>	2.042¢
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MASSACHUSETTS ELECTRIC COMPANY
RESIDENTIAL - TIME-OF-USE (OPTIONAL) R-4

PEAK AND OFF-PEAK PERIODS

Peak hours will be from 8:00 A.M. to 9:00 P.M. daily on Monday through Friday, excluding holidays.

Off-Peak hours will be from 9:00 P.M. to 8:00 A.M. daily Monday through Friday, and all day on Saturdays, Sundays and holidays.

The Company reserves the right to change these peak and off-peak hours, but in no case will the off-peak hours be less than eleven hours per day.

The holidays will be: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Columbus Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. All holidays will be the nationally observed day.

ADJUSTMENT FOR COST OF CONSERVATION AND LOAD MANAGEMENT

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner provided in the Company's Conservation Cost Factor Provisions to reflect costs related to the Company's Conservation and Load Management programs.

ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Standard Fuel Clause as from time to time effective in accordance with law.

MINIMUM CHARGE

The monthly minimum charge shall be the sum of the monthly Customer Charge plus any applicable monthly Metering Charge.

MASSACHUSETTS ELECTRIC COMPANY
RESIDENTIAL - TIME-OF-USE (OPTIONAL) R-4

BIMONTHLY BILLING

The Company reserves the right to read meters and render bills on a bimonthly basis. When bills are rendered bimonthly, the Customer Charge, any applicable Metering Charge, and the Minimum Charge shall be multiplied by two.

TERM OF AGREEMENT

The agreement for service under this rate will continue for an initial term of one year if electricity can be properly supplied to a Customer without an uneconomic expenditure by the Company. The agreement may be terminated at any time on or after the expiration date of the initial term by twelve months' prior written notice.

TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective January 1, 1997

MASSACHUSETTS ELECTRIC COMPANY

General Service-Small Commercial & Industrial G-1
M.D.P.U. No. 948

Effective
January 1, 1997

Adjusted By:

Energy Conservation Service (ECS) Charge
Adjustment for Cost of Conservation and Load Management

July 1, 1996
January 1, 1996

Monthly Charge as Adjusted

Rates for Retail Delivery Service

Customer Charge \$9.40

Location Service Charge - For allowed unmetered service

\$7.35

Wires Charge per KWH 6.828¢

Minimum Charge - The applicable monthly Customer Charge or Location Service Charge, provided,
however if the KVA transformer capacity needed to serve a customer exceeds 25
KVA, the minimum charge will be increased by \$1.75 for each KVA in excess of
25 KVA.

Rate for Energy Service

Charge per kWh 1.836¢

Other Rate Clauses apply as usual.

MASSACHUSETTS ELECTRIC COMPANY

GENERAL SERVICE - SMALL COMMERCIAL AND INDUSTRIAL G-1

AVAILABILITY

Service under this rate is available for all purposes, subject to the provisions of this section. A new customer will begin service on this rate if the Company estimates that its average use will not exceed 10,000 kWh/month or 200 kW of demand. A Customer may be transferred from rate G-1 at its request or at the option of the Company if the customer's 12 month average monthly usage exceeds either 10,000 kWh/month or 200 kW of demand for 3 consecutive months.

A Municipality which owns and maintains streetlight fixtures served by underground conduit may take service under the unmetered service provision of this rate if the Municipality signs an Underground Electric Service for Non-Conforming Streetlighting Contract with the Company for underground electric service for streetlighting.

If any electricity is delivered hereunder at a given location, then all electricity delivered by the Company at such location shall be furnished hereunder, except such electricity as may have been delivered under the provisions of the Scheduled Interruptible Service Rate I-1.

No service will be furnished hereunder to a Customer for resale in whole or in part within the territory of the Company, except to a Customer who was engaged in reselling electricity furnished by the Company on October 21, 1958 who may continue to resell, but only under the same circumstances or conditions, in the same location and to the same extent as such Customer was reselling on said date.

MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges, Energy Service Charges and Fuel Adjustment Charge:

Rates for Retail Delivery Service

Customer Charge - applicable to metered service only. \$9.25

Location Service Charge - for unmetered service as defined below. \$7.20

Wires Charge per KWH 6.245¢

Rate for Energy Service

MASSACHUSETTS ELECTRIC COMPANY

GENERAL SERVICE - SMALL COMMERCIAL AND INDUSTRIAL G-1

Charge per kWh

1.836¢

UNMETERED SERVICE

Unmetered services are usually not permitted or desirable. However, the Company recognizes that there are certain instances where metering is not practical. Examples of such locations are telephone booths and fire box lights. The monthly bill generally will be computed by applying the rate schedule to a use determined by multiplying the total load in kilowatts by 730 hours. However, the energy use may be adjusted after tests of the unmetered equipment indicate lesser usage.

The kilowatthour use for underground electric service for streetlighting shall be determined according to the provisions of the Contract for the service.

When unmetered service is provided the Customer Charge will be waived and the Location Service Charge will be applied.

ADJUSTMENT FOR COST OF CONSERVATION AND LOAD MANAGEMENT

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner provided in the Company's Conservation Cost Factor Provisions to reflect costs related to the Company's Conservation and Load Management programs.

ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Standard Fuel Clause as from time to time effective in accordance with law.

MINIMUM CHARGE

The monthly minimum charge will be the applicable monthly Customer Charge or Location Service Charge.

However, if the KVA transformer capacity needed to serve a customer exceeds 25 KVA, the minimum charge will be increased by \$1.75 for each KVA in excess of 25 KVA.

MASSACHUSETTS ELECTRIC COMPANY

GENERAL SERVICE - SMALL COMMERCIAL AND INDUSTRIAL G-1

BIMONTHLY BILLING

The Company reserves the right to read meters and render bills on a bimonthly basis. When bills are rendered bimonthly, the applicable Customer Charge or Location Service Charge, and the Minimum Charge shall be multiplied by two.

TERM OF SERVICE

Customers served under this rate must provide the Company with two years prior written notice before: (1) purchasing, allowing to be purchased, or using electricity from any source other than the Company; or (2) installing or allowing to be installed for its use a non-emergency generator with a nameplate capacity greater than that in place on the Customer's location as of October 1, 1993.

TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective January 1, 1997

MASSACHUSETTS ELECTRIC COMPANY

General Service - Demand G-2
M.D.P.U. No. 949
Adjusted By:

Effective
January 1, 1997

Energy Conservation Service (ECS) Charge
Adjustment for Cost of Conservation and Load Management

July 1, 1996
January 1, 1996

Monthly Charge as Adjusted

Rates for Retail Delivery Service

Customer Charge \$17.08

Wires Demand Charge per KW \$10.06

Wires Energy Charge per KWH 1.924¢

Rate for Energy Service

Charge per kWh 1.420¢

Minimum Charge

The Customer Charge plus the Demand Charge.

Other Rate Clauses apply as usual.

MASSACHUSETTS ELECTRIC COMPANY

GENERAL SERVICE - DEMAND G-2

AVAILABILITY

Service under this rate is available for all purposes, subject to the provisions of this section. A new customer will begin service on this rate if the Company estimates that its average use will exceed 10,000 kWh/month, but not exceed 200 kW of Demand.

A Customer may be transferred from rate G-2 at its request if the customer's 12 month average monthly usage either (a) is less than 8,000 kWh/month or (b) exceeds 200 kW of Demand for 3 consecutive months. A Customer may be transferred at the option of the Company if the Customer's 12 month average usage either (a) is less than 8,000 kWh/month or (b) exceeds 200 kW of Demand for 3 consecutive months.

If any electricity is delivered hereunder at a given location, then all electricity delivered by the Company at such location shall be furnished hereunder, except such electricity as may have been delivered under the provisions of the Scheduled Interruptible Service Rate I-1.

No service will be furnished hereunder to a Customer for resale in whole or in part within the territory of the Company, except to a Customer who was engaged in reselling electricity furnished by the Company on October 21, 1958 who may continue to resell, but only under the same circumstances or conditions, in the same location and to the same extent as such Customer was reselling on said date.

MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges, Energy Service Charges and Fuel Adjustment Charge:

Rates for Retail Delivery Service

<u>Customer Charge</u>	\$16.93
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<u>Wires Demand Charge per KW</u>	\$10.06
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<u>Wires Energy Charge per KWH</u>	1.643¢
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Rate for Energy Service

<u>Charge per kWh</u>	1.420¢
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MASSACHUSETTS ELECTRIC COMPANY

GENERAL SERVICE - DEMAND G-2

ADJUSTMENT FOR COST OF CONSERVATION AND LOAD MANAGEMENT

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner provided in the Company's Conservation Cost Factor Provisions to reflect costs related to the Company's Conservation and Load Management programs.

ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Standard Fuel Clause as from time to time effective in accordance with law.

DEMAND

The Demand for each month under ordinary load conditions shall be the greatest of the following:

- a) The greatest fifteen-minute peak occurring during such month as measured in kilowatts;
- b) 90% of the greatest fifteen-minute peak occurring during such month as measured in kilovolt-amperes, where the Customer's kilowatt Demand exceeds 75 kilowatts; or
- c) 5 kilowatts.

HIGH-VOLTAGE METERING ADJUSTMENT

The Company reserves the right to determine the metering installation. Where service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a discount of 1.0% will be allowed from the amount determined under the preceding provisions.

When the metering equipment is installed on the Customer's side of the transformers and the nameplate transformer rating is greater than 120 percent of the Customer's highest demand over the last twelve months, the Company may adjust the Kw, Kva, and Kwh meter registrations or adjust electronic meter program settings to compensate for unmetered transformer losses.

MASSACHUSETTS ELECTRIC COMPANY

GENERAL SERVICE - DEMAND G-2

CREDIT FOR HIGH VOLTAGE DELIVERY

If the Customer accepts delivery at the Company's supply line voltage, not less than 2400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of 45 cents per kilowatt of billing demand for such month shall be allowed against the amount determined under the preceding provisions.

MINIMUM CHARGE

The monthly Minimum Charge shall be the sum of the monthly Customer Charge, and Demand Charge.

TERM OF SERVICE

Customers served under this rate must provide the Company with two years prior written notice before: (1) purchasing, allowing to be purchased, or using electricity from any source other than the Company; or (2) installing or allowing to be installed for its use a non-emergency generator with a nameplate capacity greater than that in place on the Customer's location as of October 1, 1993.

If service is furnished hereunder to a Customer for resale in whole or in part, outside the territory of the Company, then the initial term of agreement shall be not less than five years, at the expiration of which or any subsequent period, the agreement shall be automatically renewed for additional periods of one year each unless at least six months prior to such expiration, either party shall have given written notice to the other that it does not care to have the agreement continue after such expiration date.

TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective January 1, 1997

MASSACHUSETTS ELECTRIC COMPANY

Time-of-Use - G-3
M.D.P.U. No. 950

Effective
January 1, 1997

Adjusted By:

Energy Conservation Service (ECS) Charge Adjustment for Cost of Conservation and Load Management

July 1, 1996
January 1, 1996

Monthly Charge as Adjusted

Rates for Retail Delivery Service

Customer Charge	\$\$74.90
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Wires Demand Charge per KW \$9.88

Wires Energy Charge per KWH

Peak Hours Use	3.171¢
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Off-Peak Hours Use	1.936¢
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Rate for Energy Service

<u>Charge per kWh</u>	1.011¢
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Minimum Charge

The monthly Customer Charge plus the Demand Charge.

Other Rate Clauses apply as usual.

MASSACHUSETTS ELECTRIC COMPANY

TIME-OF-USE - G-3

AVAILABILITY

Service under this rate is available for all purposes, subject to the provisions of this section. A new customer will begin service on this rate if the Company estimates that its average use will exceed 200 kW of Demand.

A Customer may be transferred from rate G-3 at its request if the customer's 12 month average monthly demand is less than 180 kW of Demand for 3 consecutive months. A Customer may be transferred from rate G-3 at the option of the Company if the Customer's 12 month average monthly demand is less than 180 kW of Demand for 3 consecutive months.

If any electricity is delivered hereunder at a given location, then all electricity delivered by the Company at such location shall be furnished hereunder, except such electricity as may have been delivered under the provisions of the Scheduled Interruptible Service Rate I-1.

The actual delivery of service and the rendering of bills under this rate is contingent upon the installation of the necessary time-of-use metering equipment by the Company; subject to both the availability of such meters from the Company's supplier and the conversion or installation procedures established by the Company.

All Customers served on this rate must elect to take their total electric service under the time-of-use metering installation as approved by the Company. If delivery is through more than one meter, except at the Company's option, the Monthly Charge for service through each meter shall be computed separately under this rate.

No service will be furnished hereunder to a Customer for resale in whole or in part within the territory of the Company, except to a Customer who was engaged in reselling electricity furnished by the Company on October 21, 1958 who may continue to resell, but only under the same circumstances or conditions, in the same location and to the same extent as such Customer was reselling on said date.

MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges, Energy Service Charges and Fuel Adjustment Charges.

Rates for Retail Delivery Service

<u>Customer Charge</u>	\$74.75
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<u>Wires Demand Charge per KW</u>	\$9.88
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MASSACHUSETTS ELECTRIC COMPANY

TIME-OF-USE - G-3

Wires Energy Charge per KWH

Peak Hours Use	2.688¢
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Off-Peak Hours Use	1.453¢
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Rate for Energy Service

Charge per kWh	1.011¢
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PEAK AND OFF-PEAK PERIODS

Peak hours will be from 8:00 A.M. to 9:00 P.M. daily on Monday through Friday, excluding holidays.

Off-Peak hours will be from 9:00 P.M. to 8:00 A.M. daily Monday through Friday, and all day on Saturdays, Sundays, and holidays.

The Company reserves the right to change these peak and off-peak hours, but in no case will the off-peak hours be less than eleven hours per day.

The holidays will be: New Year's Day, President's Day, Memorial Day, Independence Day, Columbus Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. All holidays will be the nationally observed day.

ADJUSTMENT FOR COST OF CONSERVATION AND LOAD MANAGEMENT

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner provided in the Company's Conservation Cost Factor Provisions to reflect costs related to the Company's Conservation and Load Management programs.

ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Standard Fuel Clause as from time to time effective in accordance with law.

MASSACHUSETTS ELECTRIC COMPANY

TIME-OF-USE - G-3

DEMAND

The Demand for each month under ordinary load conditions shall be the greater of the following:

- a) The greatest fifteen-minute peak occurring during the Peak Hours period within such a month as measured in kilowatts; or
- b) 90% of the greatest fifteen-minute peak occurring during the Peak Hours period of such month as measured in kilovolt-amperes.

CREDIT FOR HIGH VOLTAGE DELIVERY

If the Customer accepts delivery at the Company's supply line voltage, not less than 2400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of 45 cents per kilowatt of the billing Demand for such month shall be allowed against the amount determined under the preceding provisions.

An additional credit of \$2.14 per kilowatt of the billing Demand for such month shall also be allowed if said customer accepts delivery at not less than 115,000 volts, and the Company is saved the cost of installing any transformer and associated equipment.

HIGH-VOLTAGE METERING ADJUSTMENT

The Company reserves the right to determine the metering installation. Where service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a discount of 1.0% will be allowed from the amount determined under the preceding provisions.

When the metering equipment is installed on the Customer's side of the transformers and the nameplate transformer rating is greater than 120 percent of the Customer's highest demand over the last twelve months, the Company may adjust the Kw, Kva, and Kwh meter registrations or adjust electronic meter program settings to compensate for unmetered transformer losses.

TERM OF SERVICE

Customers served under this rate must provide the Company with two years prior written notice before: (1) purchasing, allowing to be purchased, or using electricity from any source other than the Company; or (2) installing or allowing to be installed for its use a non-emergency generator with a nameplate capacity greater than that in place on the Customer's location as of October 1, 1993.

MASSACHUSETTS ELECTRIC COMPANY

TIME-OF-USE - G-3

SERVICE EXTENSION DISCOUNT

The Company will grant a Service Extension Discount on the sum of the otherwise applicable customer, wires and energy service charges less \$0.00358 per kilowatthour exclusive of the Adjustment for Cost of Conservation and Load Management, the Adjustment for Cost of Fuel, the Energy Conservation Surcharge, and any other adjustment mechanism approved or adopted by the Massachusetts Department of Public Utilities when the Customer (1) has signed a service agreement with the Company in which the Customer has agreed to provide the Company with five years prior written notice before purchasing, allowing to be purchased, or using electricity from a source other than the Company or installing or allowing to be installed a non-emergency generator for its use, and (2) has not provided written notice under the service agreement, provided however that no Service Extension Discount shall be applied when the Customer has an arrearage on its account at the time a bill is issued.

Any Customer giving notice under its service agreement shall have the option to shorten the notice provision to three years by repaying 120 percent of all Service Extension Discounts received from the Company over the prior two years and the Company shall credit the repayments to the fund established to pay Environmental Response Costs pursuant to the Offer of Settlement approved by the Department effective December 1, 1993. A Customer with generation at its location on October 1, 1993, shall be eligible for the Service Extension Discount if it has executed a service agreement under which it agrees not to increase the nameplate capacity of the generation at its location.

The Service Extension Discount shall be two percent, for usage on and after December 1, 1993, and five percent for usage on and after November 1, 1994. This provision is not available for new applicants after December 31, 1996.

TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective January 1, 1997

MASSACHUSETTS ELECTRIC COMPANY

Flexible Time-of-Use Pricing (G-5)
M.D.P.U. No. 951

Effective
January 1, 1997

Adjusted By:

Energy Conservation Service (ECS) Charge
Adjustment for Cost of Conservation and Load Management

July 1, 1996
January 1, 1996

Monthly Charge as Adjusted

The hourly kWh cost as shown in the hourly kWh prices in Attachment 1 of the rate will be adjusted by the following:

Plus .483 cents per kWh for Conservation and Load Management Adjustment (Eff. Jan. 1, 1995).

Other Rate Clauses apply as usual.

MASSACHUSETTS ELECTRIC COMPANY

EXPERIMENTAL FLEXIBLE TIME-OF-USE PRICING (G-5)

AVAILABILITY

This rate is not available to new customers after December 31, 1996. Customers may remain on this rate until the contract anniversary date following the date of retail access for all Customers. However, Customers choosing to leave the rate before their annual anniversary date will be required to refund any Customer base load savings achieved over the Company's G-3 Rate, between the termination date of service under the G-5 Rate and the previous contract anniversary date..

Until December 31, 1996, service under this rate is available for a term of 1 year. On or before the anniversary of beginning service under this rate, the Company and the customer will mutually determine whether service under this rate will continue beyond the one year term. In any event, the Company has the right to terminate the rate by moving customers back to the G-3 rate after two years of service under this rate.

If any electricity is delivered hereunder at a given location, then all electricity delivered by the Company at such location shall be furnished hereunder.

The actual delivery of service and the rendering of bills under this rate is contingent upon the installation of the necessary metering equipment by the Company; subject to both the availability of such meters from the Company's supplier and the conversion or installation procedures established by the Company.

All customers served on this rate must elect to take their total electric service under the metering installation as approved by the Company. If delivery is through more than one meter, except at the Company's option, the Monthly Charge for service through each meter shall be computed separately under this rate.

No service will be furnished hereunder to a Customer for resale in whole or in part within the territory of the Company, except to a Customer who was engaged in reselling electricity furnished by the Company on October 21, 1958 who may continue to resell, but only under the same circumstances or conditions, in the same location and to the same extent as such Customer was reselling on said date.

MONTHLY CHARGE

The Monthly Charge will be the sum of the Customer Charge, Customer Access Charge, the Distribution Expansion Charge and Energy Charges:

Customer Charge: The greater of \$168.00 per month or the Customer Access Charge as set forth in the Service Agreement.

Customer Access Charge: Set forth in the Service Agreement.

Distribution Expansion Charge: \$3.89 per kW times the Distribution Expansion Demand.

MASSACHUSETTS ELECTRIC COMPANY

FLEXIBLE TIME-OF-USE PRICING (G-5)

Energy Charges: As shown on Attachment 1 of this rate.

The schedule of energy charges for a day will be posted to individual customer computer mail boxes and will be available to the Customer via a toll-free telephone number. The schedule will be posted by 3 p.m. of the prior week day, excluding holidays. Weekends and holidays will be priced under rate schedule 4 in each season. In the event that the Company is unable to transfer prices in the manner described above, the Company reserves the right to use an alternative communication method to transfer the schedule of energy charges to the customer such as via telephone or fax. In each season, except as provided above, price schedule 3 will be in effect if the Company fails to post the prices by 3 p.m. on the prior week day, excluding holidays.

Following the first twelve months of service under this rate, the Company shall compare the sum of the twelve monthly billings under this rate to the corresponding monthly billings under the G-3 rate and shall credit the customers with the amount the actual billings for the twelve month period exceed 110 percent of the billings that would have been made under the G-3 rate. No interest will be applied to this amount.

Definition of Holidays:

New Years' Day, Presidents' Day, Memorial Day, Independence Day, Columbus Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day. All holidays will be the nationally observed day.

Definition of Seasons:

Winter: The calendar months of January, February and December

Summer: The calendar months of June, July, August and September

Spring/Fall: The calendar months of March, April, May, October and November

Number of occurrences for each price schedule within a calendar year:

Season	Price Schedule	Number of Days
Winter	1	9
	2	18
	3	All other weekdays
	4	Weekends and Holidays
Summer	1	8
	2	8
	3	All other weekdays
	4	Weekends and Holidays

MASSACHUSETTS ELECTRIC COMPANY

FLEXIBLE TIME-OF-USE PRICING (G-5)

Spring/Fall	1	10
	2	20
	3	All other weekdays
	4	Weekends and Holidays

— The calendar year begins October 1 of any year and ends September 30 of the following year.

RESERVATION DEMAND

The Reservation Demand shall be set forth in the Service Agreement as the maximum billing demand of the customer within the base period. The provisions of the General Service Time-of-Use Rate G-3 shall define the billing demand.

DISTRIBUTION EXPANSION DEMAND

The Distribution Expansion Demand shall be the amount by which the customer's highest actual demands in any billing month exceeds its Reservation Demand during any month that service has been taken under this rate, provided however that the customer shall have the option to reset the Distribution Expansion Demand to current usage by agreeing to pay 120 percent of the Customer Access Charge and Distribution Expansion Charge for the three billing periods after this option is exercised. In addition, the Company reserves the right to adjust the Distribution Expansion Demand at the Customer's request to reflect the installation of verifiable Conservation and Load Management measures.

ADJUSTMENT FOR COST OF CONSERVATION AND LOAD MANAGEMENT

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner provided in the Company's Conservation Cost Factor Provisions to reflect costs related to the Company's Conservation and Load Management programs. The Conservation Cost Factor will end on the date of retail access. At that time, the energy prices on Attachment 1, will be increased by the Conservation Cost Factor in effect immediately prior to the date of retail access.

MASSACHUSETTS ELECTRIC COMPANY

FLEXIBLE TIME-OF-USE PRICING (G-5)

ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Standard Fuel Clause as from time to time effective in accordance with law. The Standard Fuel Clause will end on the date of retail access. At that time, the energy prices on Attachment 1 will increase by the Fuel Charge in effect immediately prior to the date of retail access.

CREDIT FOR HIGH VOLTAGE DELIVERY

If the Customer accepts delivery at the Company's supply line voltage, not less than 2400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of 45 cents per kilowatt of the Distribution Expansion Demand for such month shall be allowed against the amount determined under the preceding provisions.

An additional credit of \$2.14 per kilowatt of the Distribution Expansion Demand for such month shall also be allowed if said customer accepts delivery at not less than 115,000 volts, and the Company is saved the cost of installing any transformer and associated equipment.

HIGH-VOLTAGE METERING ADJUSTMENT

The Company reserves the right to determine the metering installation. Where service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a discount of 1.0% will be allowed from the amount determined under the preceding provisions, excluding the Customer Access Charge.

When the metering equipment is installed on the Customer's side of the transformers and the nameplate transformer rating is greater than 120 percent of the Customer's highest demand over the last twelve months, the Company may adjust the Kw, Kva, and Kwh meter registrations or adjust electronic meter program settings to compensate for unmetered transformer losses.

TERM OF SERVICE

Customers served under this rate may terminate participation and return to service under the G-3 rate by providing the Company notice at least 30 days prior to the anniversary date of beginning service on the rate.

Customers served under this rate must provide the Company with two years prior written notice before: (1) purchasing, allowing to be purchased, or using electricity from any source other than the Company; or (2) installing or allowing to be installed for its use a non-emergency generator with a nameplate capacity greater than that in place on the Customer's location as of October 1, 1993.

MASSACHUSETTS ELECTRIC COMPANY

FLEXIBLE TIME-OF-USE PRICING (G-5)

SERVICE EXTENSION DISCOUNT

The Company will grant a Service Extension Discount on the otherwise applicable base rate less \$0.00358 per kilowatthour exclusive of the Customer Access Charge, the Adjustment for Cost of Conservation and Load Management, the Adjustment for Cost of Fuel, the Energy Conservation Surcharge, and any other adjustment mechanism approved or adopted by the Massachusetts Department of Public Utilities when the Customer (1) has signed a service agreement with the Company in which the Customer has agreed to provide the Company with five years prior written notice before purchasing, allowing to be purchased, or using electricity from a source other than the Company or installing or allowing to be installed a non-emergency generator for its use, and (2) has not provided written notice under the service agreement, provided however that no Service Extension Discount shall be applied when the Customer has an arrearage on its account at the time a bill is issued.

Any Customer giving notice under its service agreement shall have the option to shorten the notice provision to three years by repaying 120 percent of all Service Extension Discounts received from the Company over the prior two years and the Company shall credit the repayments to the fund established to pay Environmental Response Costs pursuant to the Offer of Settlement approved by the Department effective December 1, 1993. A Customer with generation at its location on October 1, 1993, shall be eligible for the Service Extension Discount if it has executed a service agreement under which it agrees not to increase the nameplate capacity of the generation at its location.

The Service Extension Discount shall be two percent, for usage on and after December 1, 1993, and five percent for usage on and after November 1, 1994.

TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective January 1, 1997

MASSACHUSETTS ELECTRIC COMPANY

Scheduled Interruptible Service I-1
M.D.P.U. No. 953

Effective
January 1, 1996

Adjusted By:

Monthly Charge as Adjusted

Customer Charge

\$5.70 per month

Energy Charge

\$0.02309 per kWh

Minimum Charge

The Monthly Customer Charge

Other Rate Clauses apply as usual.

MASSACHUSETTS ELECTRIC COMPANY
SCHEDULED INTERRUPTIBLE SERVICE RATE I-1

AVAILABILITY

Service under this rate is available only for electric equipment under the control of the Company subject to the conditions specified herein. This rate is closed to new customers as of January 1, 1997. Customers who receive service on this rate immediately prior to January 1, 1997 may remain on this rate until December 31, 2000. At that time, the Customer must either elect Standard Offer Service on another rate offering from the Company or begin to purchase power from a nonregulated supplier.

Electric service for all other purposes at the customer location will be provided under the applicable rate in effect and available.

CONDITIONS

1. The Customer agrees to allow interruption of power on a regular basis to certain electrical loads as discussed further below.
2. Electricity delivered to the electric equipment which is under the control of the Company will be metered separately from any other electricity supplied to the customer. The Company will provide, install, own and maintain the metering equipment as well as the interrupting device.
3. The Customer agrees to provide separate circuits for the electric equipment subject to the control of the Company which are of ample capacity and a meter socket. This auxiliary meter socket shall be installed by the Customer. It shall be wired in accordance with Company specifications such that the connected load(s) are completely de-energized by the interrupting device during control periods.
4. All customer loads on the interruptible circuit must be wired directly to circuit breakers in a separate load center.
5. The Customer agrees to permit the Company to conduct such inspections on or within the Customer's premises as the Company deems necessary to provide verification of compliance with the provisions of this rate.
6. Service is available under this rate at either 240 volts or 208 volts, depending on the Company's distribution system at the customer's location.
7. The minimum acceptable total load of all Customer equipment connected to the interrupting device is 15 amperes. The maximum acceptable total load is limited to 140 amperes. However,

MASSACHUSETTS ELECTRIC COMPANY

SCHEDULED INTERRUPTIBLE SERVICE RATE I-1

any customer with a load that exceeds 140 amperes may avail themselves of this rate upon agreement by the Company and if the Customer agrees to pay for the appropriate metering and interruption equipment which will require company approval.

8. The hours of interruption will vary by season. The period of interruption will not extend for more than 13 hours in a given day but those 13 hours of interruption do not necessarily have to be continuous.
9. This rate is not available for resale.

MONTHLY CHARGE

The Monthly Charge will be the sum of the Customer, Energy Charges and Fuel Adjustment Charge:

Customer Charge:

\$5.70 per Month

Energy Charge

2.309¢ per kilowatthour

ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Standard Fuel Clause from time to time effective in accordance with law.

MINIMUM CHARGE

The Monthly Minimum Charge shall be the Monthly Customer Charge.

MASSACHUSETTS ELECTRIC COMPANY

SCHEDULED INTERRUPTIBLE SERVICE RATE I-1

BIMONTHLY BILLING

The Company reserves the right to read meters and render bills on a bimonthly basis. When bills are rendered bimonthly, the Customer Charge and the Minimum Charge shall be multiplied by two.

TERMS AND CONDITIONS

The Company's Terms and Conditions, in effect from time to time where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective January 1, 1997

MASSACHUSETTS ELECTRIC COMPANY

ECONOMY INTERRUPTIBLE SERVICE RATE I-2

AVAILABILITY

Service under this rate is available to customers with billing demands of at least 500 kilowatts and for other customers having contracts with the Company. Service under this rate is available only for designated electric equipment which is separately metered and under the control of the Company. Electric service for all other purposes at the customer location will be provided under the applicable general service rate in effect and available. Service under this rate is subject to interruption at anytime, at the sole discretion of the Company, including without limitation, interruptions for the following reasons: (1) NEP's expected marginal cost of production exceeds the tariff or contract energy price; (2) NEP or MECO is experiencing peak loads or system operation problems even though marginal production costs may be below the energy charge; (3) the New England Power Pool (NEPOOL) is experiencing capacity constraints; or (4) NEP has the opportunity to sell excess capacity in the short run energy market at a higher than the tariff energy charge.

Customers taking electric service under this rate will agree to a contract that details the load level to be interrupted and the conditions for interruption. The contract will have a fifteen year notice provision. This rate is closed as of January 1, 1997.

CONDITIONS

1. The Customer agrees to install, own, and maintain interruptible control equipment subject to approval of the Company. The Company will install the metering equipment and contacts used to activate the interrupter. The Company shall provide and the customer shall install metering equipment in accordance with Company specifications. The cost of this equipment will be included in the Metering Charges under this rate.
2. Electricity delivered under this rate will be metered separately from any other electricity supplied to the Customer.
3. The Customer agrees to provide separate circuits for the electric equipment subject to the control of the Company which are of ample capacity. It shall be wired in accordance with Company specifications such that the connected load(s) are completely de-energized by the Company's interrupting device during control periods.
4. The Customer agrees to provide separate control systems for the electric equipment subject to control by the Company. These systems shall be capable of properly utilizing the signal for interruption transmitted by the Company.

MASSACHUSETTS ELECTRIC COMPANY

ECONOMY INTERRUPTIBLE SERVICE RATE I-2

5. The Customer agrees to provide separate circuits for the electric equipment subject to the control of the Company which are of ample capacity and to which no other equipment may be connected. The customer also agrees not to connect any of the load served under this rate to any other service during the term of the agreement. The Customer agrees to permit the Company to conduct such inspections on or within the Customer's premises as the Company deems necessary to provide verification of compliance with the provisions of this rate.
6. This rate is not available for resale.

MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Customer and Energy Charges:

Customer Charge

The Customer agrees to pay each month a customer charge that is equal to the sum of:

Customer billing charges: \$80.14 per month

Distribution Reservation Charge per kilowatt of designated interruptible load (for Customer taking service below the sub-transmission voltage Level):

\$3.89 per kilowatt per month at primary distribution level

\$8.32 per kilowatt per month at secondary distribution level.

Metering Charges: to be determined on an individual basis.

ENERGY CHARGE

The energy charge shall be equal to the monthly projected average on-peak and off-peak energy charges by the Company's wholesale supplier, New England Power Company, under New England Power Company's terms and conditions governing service for resale to interruptible customers, Tariff Number 1, Schedule III-C as in effect from time to time. Absent special agreement, New England Power Company's energy rate shall equal its marginal energy costs plus a market based adder. New England Power Company's marginal energy costs include marginal fuel costs, variable operation and maintenance expense, or purchased power expense, and the value of the saving share that would be realized through a sale to or purchase from the New England Power Pool. The market based adder shall be the average margin in mills per kilowatthour that the Company has realized on short-term energy sales during the twelve months prior to the quarterly estimate. The Company will file quarterly with the Department energy rates calculated in accordance with the above methodology. The Company reserves the right to change the pricing methodology set forth in this rate.

MASSACHUSETTS ELECTRIC COMPANY
ECONOMY INTERRUPTIBLE SERVICE RATE I-2

PEAK AND OFF-PEAK PERIODS

Peak hours will be from 8:00 A.M. to 9:00 P.M. daily on Monday through Friday.

Off-Peak hours will be from 9:00 P.M. to 8:00 A.M. daily Monday through Friday, and all day on Saturdays and Sundays.

The Company reserves the right to change these peak and off-peak hours, but in no case will the off-peak hours be less than eleven hours per day.

TERM OF AGREEMENT

Each Customer taking service on this rate must sign a contract with the Company specifying the applicable voltage level of service and agreement to a fifteen-year notice provision. The Company must be given 15 years notice if the Customer desires to become a firm all-requirements customer. For the first two years of service under this rate, the customer shall have the right to terminate the contract and return to service under the Company's rates for firm service, by paying the additional charges under the firm rate for all usage delivered under this rate together with interest. The Company and the customer may agree to modify the prices, conditions for service, and interconnection requirements in this rate by a contract that is subject to approval by the Department of Public Utilities.

TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof or of a contract for service under this rate, are a part of this rate.

Effective January 1, 1997

MASSACHUSETTS ELECTRIC COMPANY

COOPERATIVE INTERRUPTIBLE SERVICE PROVISIONS FOR I-3

AVAILABILITY

Cooperative Interruptible Service - 1 (I-3) is available only to Customers who can designate as Nominal Interruptible Load the larger of either 200 kilowatts or twenty percent (20%) of their Nominal Peak Period Load. This provision is not available for new applicants after December 31, 1996. Participants under this provision immediately prior to January 1, 1997 may continue on this provision until January 1, 2001 at which time the provision shall not be in effect. Customers who participated in the Company's Experimental Flexible Time-of-Use Rate (G-5), who were formerly on this provision may, at the Company's discretion, return to this or another interruptible provision, for as long as the provision remains available.

Cooperative Interruptible Service is not available to a Customer who participates in the Company's standby or emergency generator program.

Each Cooperative Interruptible Service Customer must execute a CIS Service Agreement, subject to Company approval, which sets forth the choices and specific requirements of that Customer.

The Company reserves the right to restrict the availability of Cooperative Interruptible Service to new Customers if and when the amount of Nominal Interruptible Load in aggregate exceeds 75 megawatts.

DEFINITION OF TERMINOLOGY

Firm Power Level (FPL) - the specified level of demand in kilowatts that the Customer agrees not to exceed on average during each Interruption.

Interruption - any particular day of the year chosen by the Company or its designated agent during which the Customer, after proper notification by the Company via the established communication system, agrees that the metered KW load will not exceed their FPL. Each Interruption will have specified hours.

Nominal Peak Period Load (NPPL) - the average of the maximum Peak Period demands, measured in kilowatts or 90% of kilovolt-amperes, whichever is larger, during each of the seven Peak Months prior to the current Program Year or prior to the time of executing the CIS Service Agreement.

Nominal Interruptible Load (NIL) - the difference between Nominal Peak Period Load and the Firm Power Level. This quantity is recalculated prior to and will be fixed for each Program Year.

Credited Interruptible Load (CIL) - the product of Nominal Interruptible Load and the Peak Period Load Factor.

MASSACHUSETTS ELECTRIC COMPANY

COOPERATIVE INTERRUPTIBLE SERVICE PROVISIONS FOR I-3

Program Year - the 12 month period from November of a given calendar year through October of the succeeding calendar year.

Peak Months - the seven billing months for June, July, August, September, December, January and February.

Peak Period - weekdays during the hours of 9 am to 10 pm in June, July, August and September and the hours of 8 am to 9 pm in December, January and February.

Peak Period Load Factor (PPLF) - the decimal, rounded off to four places, derived from the following formula:

(Total KWH consumed during Peak Periods of Peak Months.)

(NPPL x Hours in Peak Periods of Peak Months.)

In calculating PPLF, the most recent Program Year shall be used. The Company may, at its discretion, choose some other period of time to calculate PPLF, as well as NPPL. All days on which interruptions were called shall be deleted from the record of Customer loads used to calculate PPLF.

Interruption Period Load (IPL) - the average of the 15-minute integrated load, as measured by the Company's metering equipment in kilowatts or as 90% of kilovolt amperes, whichever is larger, during the specified hours of each Interruption.

RATE FOR SALES

The Customer shall pay for electricity actually used each month under the filed rate applicable to the Customer, except as described below. Customers may be subject to Non-Compliance Charges, as described below.

ADDITIONAL CUSTOMER CHARGES

In addition to the customer charge under the filed rate applicable to the customer, a monthly charge will be levied for Cooperative Interruptible Service. The Additional Customer Charge for I-3 is:

\$86.00 per month.

A credit for part of these charges will be calculated if part of the metering and communication system is already in place or is purchased by the Customer.

MASSACHUSETTS ELECTRIC COMPANY

COOPERATIVE INTERRUPTIBLE PROVISIONS FOR I-3

METHOD OF INTERRUPTION NOTIFICATION

Advance notice of interruption will be provided by the Company to the customer by means of a notification device which will be provided by the Company and owned and maintained by the Company, except as above provided.

The required notification period is shown on the Interruption Schedule.

INTERRUPTION SCHEDULE

The shedding of contractual Interruptible Load will be in accordance with the following schedule:

<u>I-3</u>	<u>Option 1</u>	<u>Option 2</u>
Maximum Number of Interruption days/Year	74	37
Maximum Number of Continuous Interruption Hours/Day	10	8
Minimum Hours of Notification	1	1

These limits may be adjusted and options added or deleted from time to time to conform with the requirements for Type 2 Pool Controlled Dispatchable Load - Operating Procedure #4 Action, which are described in the New England Power Pool's Criteria, Rules and Standards No. 16.

Seasonally Differentiated Service Agreement

Subject to mutual agreement between the Company and the Customer, a Customer selecting either I-3 Option 1 or Option 2 may set the Firm Power Level at different levels in the program winter season, which is November through April, and the program summer season, which is May through October. In this situation, all customer data used to determine Credited Interruptible Load (CIL) will be segregated by the two program seasons and the CIL will be calculated seasonally. Credits for months during each program season will be based on the seasonal CIL. NEPOOL acceptance of the seasonally differentiated interruptible load is a necessary, but not sufficient condition for Company acceptance. The interruption schedule for the Option chosen will remain unchanged.

MASSACHUSETTS ELECTRIC COMPANY
COOPERATIVE INTERRUPTIBLE SERVICE PROVISIONS FOR I-3

INTERRUPTIBLE CREDIT CALCULATION

The Total Interruptible Credit earned annually is determined by the following formula:

$IC = A \times CIL$; where

IC is the Interruptible Credit earned annually,

A is the Total Annual Credit per KW for the option selected,

CIL is the Customer's Credited Interruptible Load, and

The amount IC is payable on the following terms. The total annual interruptible credit will be paid in twelve (12) monthly installments. The monthly additional customer charge for CIS will be deducted from each monthly installment. Any incurred and unpaid Non-Compliance Charges, as described below, will be deducted from each monthly installment.

NON-COMPLIANCE CHARGE CALCULATION

For each Interruption where the Interruption Period Load is greater than the Firm Power Level, a Non-Compliance Charge shall be determined by the following equation:

$NCC = N \times (IPL - FPL)$; where

NCC is the Non-Compliance Charge assessed on each Interruption

N is the Non-Compliance Charge per KW applicable to the option selected

IPL is the Customer's Interruption Period Load, and

FPL is the Customer's Firm Power Level.

The Non-Compliance Charge shall not be less than zero.

The Non-Compliance Charge shall be assessed to the Customer in the month after it was incurred. Any unpaid charges shall be deducted from monthly interruptible credits.

MASSACHUSETTS ELECTRIC COMPANY
COOPERATIVE INTERRUPTIBLE SERVICE PROVISIONS FOR I-3

INTERRUPTIBLE CREDIT SCHEDULE

<u>SELECTED OPTION</u>	<u>TOTAL ANNUAL INTERRUPTIBLE CREDIT PER KW</u>	<u>MONTHLY INTERRUPTIBLE CREDIT PER KW</u>
1	\$112.00	\$9.33
2	\$89.00	\$7.42

NON COMPLIANCE RATE SCHEDULE

<u>SELECTED OPTION</u>	<u>EACH INTERRUPTION NON-COMPLIANCE CHARGE PER KW</u>
1	\$4.53
2	\$7.23

Failure of performance by the Customer during Interruptions shall, at the Company's discretion, be sufficient cause for an adjustment of the Customer's Firm Power Level in the agreement or cancellation of the existing agreement and the availability of Cooperative Interruptible Service.

TERM OF AGREEMENT

The agreement for service under these Terms and Conditions shall remain in effect until terminated by the Company or the Customer. Except as otherwise provided herein, a minimum of one year advance written notice shall be required to terminate service under these terms and conditions.

Effective January 1, 1997

MASSACHUSETTS ELECTRIC COMPANY

COOPERATIVE INTERRUPTIBLE SERVICE PROVISIONS FOR I-4

AVAILABILITY

Cooperative Interruptible Service - 2 (I-4) is available only to Customers who can designate as Nominal Interruptible Load the larger of either 200 kilowatts twenty percent (20%) of their Nominal Peak Period Load. This provision is not available for new applicants after December 31, 1996. Participants under this provision immediately prior to January 1, 1997 may continue on this provision until January 1, 2001 at which time the provision shall not be in effect. Customers who participated in the Company's Experimental Flexible Time-of-Use Rate (G-5), who were formerly on this rate may, at the Company's discretion, return to this or another interruptible provision, for as long as the provision remains available.

Cooperative Interruptible Service is not available to a Customer who participates in the Company's standby or emergency generator program.

Each Cooperative Interruptible Service Customer must execute a CIS Service Agreement, subject to Company approval, which sets forth the choices and specific requirements of that Customer.

The Company reserves the right to restrict the availability of Cooperative Interruptible Service to new Customers if and when the amount of Nominal Interruptible Load in aggregate exceeds 75 megawatts.

DEFINITION OF TERMINOLOGY

Firm Power Level (FPL) - the specified level of demand in kilowatts that the Customer agrees not to exceed on average during each Interruption.

Interruption - any particular day chosen by the Company or its designated agent during which the Customer, after proper notification by the Company via the established communication system, agrees that their metered KW load will not exceed their FPL. Each Interruption will have specified hours.

Nominal Peak Period Load (NPPL) - the average of the maximum Peak Period demands, measured in kilowatts or 90% of kilovolt-amperes, whichever is larger, during each of the seven Peak Months prior to the current Program Year or prior to the time of executing the CIS Service Agreement.

Nominal Interruptible Load (NIL) - the difference between Nominal Peak Period Load and the Firm Power Level. This quantity is recalculated prior to and will be fixed for each Program Year.

MASSACHUSETTS ELECTRIC COMPANY

COOPERATIVE INTERRUPTIBLE SERVICE PROVISIONS FOR I-4

Credited Interruptible Load (CIL) - the product of Nominal Interruptible Load and the Peak Period Load Factor.

Program Year - the 12 billing month period from November of a given calendar year through October of the succeeding calendar year.

Peak Months - the seven billing months for June, July, August, September, December, January and February.

Peak Period - weekdays during the hours of 9 am to 10 pm in June, July, August and September and the hours of 8 am to 9 pm in December, January and February.

Peak Period Load Factor (PPLF) - the decimal, rounded off to four places, derived from the following formula:

(Total KWH consumed during Peak Periods of Peak Months.)

(NPPL x Hours in Peak Periods of Peak Months.)

In calculating PPLF, the most recent Program Year shall be used. The Company may, at its discretion, choose some other period of time to calculate PPLF, as well as NPPL. All days on which interruptions were called shall be deleted from the record of Customer loads used to calculate PPLF.

Interruption Period Load (IPL) - the average of the 15-minute integrated load, as measured by the Company's metering equipment in kilowatts or as 90% of kilovolt amperes, whichever is larger, during the specified hours of each Interruption.

RATE FOR SALES

The Customer shall pay for electricity actually used each month under the filed rate applicable to the Customer, except as described below. Customers may be subject to Non-Compliance Charges, as described below.

MASSACHUSETTS ELECTRIC COMPANY

COOPERATIVE INTERRUPTIBLE SERVICE PROVISIONS FOR I-4

ADDITIONAL CUSTOMER CHARGES

In addition to the customer charge under the filed rate applicable to the customer, a monthly charge will be levied for Cooperative Interruptible Service. The Additional Customer Charge for I-4 is:

\$86.00 per month.

A credit for part of these charges will be calculated if part of the metering and communication system is already in place or is purchased by the Customer.

METHOD OF INTERRUPTION NOTIFICATION

Advance notice of interruption will be provided by the Company to the customer by means of a notification device which will be provided by the Company and owned and maintained by the Company, except as above provided.

The required notification periods for each option are shown on the following tables.

INTERRUPTION SCHEDULE

The shedding of contractual Interruptible Load will be in accordance with the option selected by the Customer from the following schedule:

I-4	Option 1	Option 2
Maximum Number of Interruptions/Year	30	30
Maximum Number of Continuous Interruption Hours/Day	6	6
Minimum Period of Notification	1 hour	Previous Business Day

MASSACHUSETTS ELECTRIC COMPANY

COOPERATIVE INTERRUPTIBLE SERVICE PROVISIONS FOR I-4

Seasonally Differentiated Service Agreement

Subject to mutual agreement between the Company and the Customer, a Customer selecting either I-4 Option 1 or Option 2 may set the Firm Power Level at different levels in the program winter season, which is November through April, and the program summer season, which is May through October. In this situation, all customer data used to determine Credited Interruptible Load (CIL) will be segregated by the two program seasons and the CIL will be calculated seasonally. Credits for months during each program season will be based on the seasonal CIL. The interruption schedule for the Option chosen will remain unchanged.

INTERRUPTIBLE CREDIT CALCULATION

The Total Interruptible Credit earned annually is determined by the following formula:

$IC = A \times CIL$; where

IC is the Interruptible Credit earned annually,

A is the Total Annual Credit per KW for the option selected,

CIL is the Customer's Credited Interruptible Load, and

The amount IC is payable on the following terms. The total annual interruptible credit will be paid in twelve (12) monthly installments. The monthly additional customer charge for CIS will be deducted from each monthly installment. Any incurred and unpaid Non-Compliance Charges, as described below, will be deducted from each monthly installment.

NON-COMPLIANCE CHARGE CALCULATION

For each Interruption where the Interruption Period Load is greater than the Firm Power Level, a Non-Compliance Charge shall be determined by the following equation:

$NCC = N \times (IPL - FPL)$; where

NCC is the Non-Compliance Charge assessed on each Interruption

N is the Non-Compliance Charge per KW applicable to the option selected

IPL is the Customer's Interruption Period Load, and

FPL is the Customer's Firm Power Level.

MASSACHUSETTS ELECTRIC COMPANY
COOPERATIVE INTERRUPTIBLE SERVICE PROVISIONS FOR I-4

The Non-Compliance Charge shall not be less than zero.

The Non-Compliance Charge shall be assessed to the Customer in the month after it was incurred. Any unpaid charges shall be deducted from monthly interruptible credits.

INTERRUPTIBLE CREDIT SCHEDULE

<u>SELECTED OPTION</u>	<u>TOTAL ANNUAL INTERRUPTIBLE CREDIT PER KW</u>	<u>MONTHLY INTERRUPTIBLE CREDIT PER KW</u>
2.1	\$67.00	\$5.58
2.2	\$54.00	\$4.50

NON COMPLIANCE RATE SCHEDULE

<u>SELECTED OPTION</u>	<u>EACH INTERRUPTION NON-COMPLIANCE CHARGE PER KW</u>
2.1	\$6.69
2.2	\$5.40

Failure of performance by the Customer during Interruptions shall, at the Company's discretion, be sufficient cause for an adjustment of the customer's Firm Power Level or cancellation of the existing agreement and the availability of Cooperative Interruptible Service.

TERM OF AGREEMENT

The agreement for service under these Terms and Conditions shall remain in effect until terminated by the Company or the Customer. Except as otherwise provided herein, a minimum of one year advance written notice shall be required to terminate service under these provisions.

Effective January 1, 1997

MASSACHUSETTS ELECTRIC COMPANY

COOPERATIVE INTERRUPTIBLE SERVICE PROVISIONS FOR - I-5

AVAILABILITY

Cooperative Interruptible Service - 3 (I-5) is available only to Customers who (i) can designate as Nominal Interruptible Load the larger of either 200 kilowatts or twenty percent (20%) of their Nominal Peak Period Load. This provision is not available for new applicants after December 31, 1996. Participants under this provision immediately prior to January 1, 1997 may continue on this provision until January 1, 2001 at which time the provision shall not be in effect. Customers who participated in the Company's Experimental Time-of-Use Rate (G-5), who were formerly on this rate may, at the Company's discretion, return to this or another interruptible provision, for as long as the provision remains available.

Cooperative Interruptible Service is not available to a Customer who participates in the Company's standby or emergency generator program.

Each Cooperative Interruptible Service Customer must execute a CIS Service Agreement, subject to Company approval, which sets forth the choices and specific requirements of that Customer.

The Company reserves the right to restrict the availability of Cooperative Interruptible Service to new Customers if and when the amount of Nominal Interruptible Load in aggregate exceeds 75 megawatts.

DEFINITION OF TERMINOLOGY

Firm Power Level (FPL) - the specified level of demand in kilowatts that the Customer agrees not to exceed on average during each Interruption.

Interruption - a particular day chosen by the Company or its designated agent during which the Customer, after proper notification by the Company via the established communication system, agrees that their metered KW load will not on average exceed their FPL. Each Interruption will have specified hours.

Nominal Peak Period Load (NPPL) - the average of the maximum Peak Period demands, measured in kilowatts or 90% of kilovolt-amperes, whichever is larger, during each of the seven Peak Months prior to the current Program Year or prior to the time of executing the CIS Service Agreement.

Nominal Interruptible Load (NIL) - the difference between Nominal Peak Period Load and the Firm Power Level. This quantity is recalculated prior to and will be fixed for each Program Year.

Credited Interruptible Load (CIL) - the product of Nominal Interruptible Load and the Peak Period Load Factor.

MASSACHUSETTS ELECTRIC COMPANY

COOPERATIVE INTERRUPTIBLE SERVICE PROVISIONS FOR - I-5

Program Year - the 12 month period from November of a given calendar year through October of the succeeding calendar year.

Peak Months - the seven billing months for June, July, August, September, December, January and February.

Peak Period - Weekdays during the hours of 9 am to 10 pm in June, July, August and September and the hours of 8 am to 9 pm in December, January and February.

Peak Period Load Factor (PPLF) - the decimal, rounded off to four places, derived from the following formula:

$$\frac{(\text{Total KWH consumed during Peak Periods of Peak Months.})}{(\text{NPPL} \times \text{Hours in Peak Periods of Peak Months.})}$$

In calculating PPLF, the most recent Program Year shall be used. The Company may, at its discretion, choose some other period of time to calculate PPLF, as well as NPPL. All days on which interruptions were called shall be deleted from the record of Customer loads used to calculate PPLF.

Interruption Period Load (IPL) - the average during each month of the 15-minute integrated load, as measured by the Company's metering equipment in kilowatts or as 90% of kilovolt amperes, whichever is larger, during the specified hours of all Interruptions called in the month. If no Interruptions are called in a month, IPL is defined as zero (0).

Non-Compliance Load - the value for each month determined by taking the Interruption Period Load Minus the Firm Power Level, if the difference is positive.

Performance Credited Interruptible Load - the value determined by taking Credited Interruptible Load minus Non-Compliance Load.

RATE FOR SALES

The Customer shall pay for electricity actually used each month under the filed rate applicable to the Customer.

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COOPERATIVE INTERRUPTIBLE SERVICE PROVISIONS FOR - I-5

ADDITIONAL CUSTOMER CHARGES

There are no additional customer charges.

METHOD OF INTERRUPTION NOTIFICATION

Advance notice of interruption will be provided by the Company to the customer by means of a notification device which will be provided by the Company and owned and maintained by the Company.

The required notification periods for each option are shown on the following tables.

INTERRUPTION SCHEDULE

The shedding of contractual Interruptible Load will be in accordance with the option selected by the Customer from the following schedule:

<u>I-5</u>	<u>Option</u> 1	<u>Option</u> 2	<u>Option</u> 3	<u>Option</u> 4
Maximum Number of Interruption days/Year	74	37	30	30
Maximum Number of Continuous Interruptible Hours/Day	10	8	6	6
Minimum Period of Notification	1 hour	1hour	1 hour	Previous Business Day

These limits for Options 1 and 2 may be adjusted and options added or deleted from time to time to conform with the requirements for Type 2 Pool Controlled Dispatchable Load - Operating Procedure #4 Action, which are described in the New England Power Pool's Criteria, Rules and Standards No. 16. Under Option 4, each time an Interruption is requested on the previous business day, the Customer is guaranteed of having 6 hours counted toward his daily and yearly obligation.

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COOPERATIVE INTERRUPTIBLE SERVICE PROVISIONS FOR - I-5

Seasonally Differentiated Service Agreement

Subject to the mutual agreement between the Company and the Customer, a Customer selecting either I-5 Option 1, 2, 3, or 4 may set the Firm Power Level at different levels in the program winter season, which is November through April, and the program summer season, which is May through October. In this situation, all customer data used to determine Credited Interruptible Load (CIL) will be segregated by the two program seasons and the CIL will be calculated seasonally. Credits for months during each program season will be based on the seasonal CIL. For Options 1 and 2, NEPOOL acceptance of the seasonally differentiated interruptible load is a necessary, but not sufficient condition for Company acceptance. The interruption schedule for the Option chosen will remain unchanged.

INTERRUPTIBLE CREDIT CALCULATION

The Standby Interruptible Credit earned monthly is determined by the following formula:

$SIC = A \times CIL$; where

SIC is the Standby Interruptible Credit earned monthly,

A is the Standby Monthly Credit per KW for the option selected,
and

CIL is the Customer's Credited Interruptible Load.

The Standby Interruptible Credit is paid only if the Non-Compliance Load for the month is less than or equal to 25.0% of the Credited Interruptible Load. The amount SIC will be paid in the second succeeding month after it is earned.

The Performance Interruptible Credit earned monthly is determined by the following formula:

$PIC = B \times PCIL$; where

PIC is the Performance Interruptible Credit

B is the Performance Monthly Credit per kW for the option
selected,

PCIL is Performance Credited Interruptible Load.

The amount PIC will be paid in the second succeeding month after it is earned.

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COOPERATIVE INTERRUPTIBLE SERVICE PROVISIONS FOR - I-5

INTERRUPTIBLE CREDIT SCHEDULE

<u>SELECTED OPTION</u>	<u>TOTAL ANNUAL INTERRUPTIBLE CREDIT PER KW</u>	<u>MONTHLY INTERRUPTIBLE CREDIT PER KW</u>
1	\$3.50	\$6.00
2	\$2.79	\$4.79
3	\$2.08	\$3.57
4	\$1.67	\$2.86

Failure of performance by the Customer during Interruptions shall, at the Company's discretion, be sufficient cause for the adjustment of the Customer's Firm Power Level or cancellation of the existing agreement and availability of Cooperative Interruptible Service.

TERM OF AGREEMENT

The agreement for service under these terms and conditions shall remain in effect until terminated by the Company or the Customer. Except as otherwise provided herein, a minimum of one year advance written notice shall be required to terminate service under these terms and conditions.

Effective January 1, 1997

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING - COMPANY OWNED EQUIPMENT S-1
M.D.P.U. No. 958

Effective
January 1, 1997

Adjusted By:

Luminaire

<u>Type/Lumens</u>	<u>Code(s)</u>	<u>Annual KWH</u>
<u>Incandescent</u>		
1,000	10	440
2,500	11	845
6,000	13	1,872
10,000	14	2,591
<u>Mercury Vapor</u>		
4,000 PT	01	561
8,000 PT	02	908
4,000	03	561
8,000	04	908
11,000	16	1,248
22,000	05	1,897
63,000	06	4,569
22,000 FL	23	1,897
63,000 FL	24	4,569
<u>Sodium Vapor</u>		
4,000	70, 83	248
5,800	71	349
9,600	72, 79	490
13,000 (Retrofit)	41	758
16,000	73	714
27,500	74	1,284
27,500 FL	77	1,255
27,500 (12 Hr.)	81	1,314
27,500 (24 Hr.)	82	2,628
50,000	75	1,968
50,000 FL	78	1,968
140,000	76	4,578

Other Rate Clauses apply as usual.

MASSACHUSETTS ELECTRIC COMPANY

STREET AND SECURITY LIGHTING - COMPANY OWNED EQUIPMENT S-1

AVAILABILITY

Street Lighting Service is available under this rate to any Customer in accordance with the qualifications and the specifications hereinafter set forth:

1. For municipally-owned or accepted roadways, which includes those classified as "private ways", for which a municipality has agreed to supply street lighting service.
2. For municipally-owned or accepted parking lots, driveways, and park walkways, if served through overhead conductors. Underground service to these areas is available where underground secondary conductors exist or can be installed as a part of, and in conjunction with an underground distribution system. Such equipment must be accessible to Company motorized equipment. However, if the foregoing conditions for underground connected lighting do not, or will not exist, then such lighting may be installed by the Company under the condition that the Customer provide the trenching and backfilling necessary for the installation of conduit and/or conductors and pole foundations if required.
3. Security lighting service is available under this rate to any Customer where the necessary fixtures can be supported on Company's existing poles and where such service can be supplied directly from existing secondary voltage circuits. Where the necessary fixtures cannot be supported on existing poles, wood poles may be furnished in place in accordance with the schedule of Pole Charges listed below under Section B provided no such pole is more than one span from an existing overhead secondary facility.
4. Service under this rate is contingent upon Company ownership and maintenance of street lighting equipment.
5. Service under this rate is not available for limited access highways and the access and egress ramps thereto.
6. Charges for the operation of street lighting equipment will be given special consideration when such equipment is installed in locations or under conditions such that the estimated income will be insufficient to justify the estimated cost of construction.

MASSACHUSETTS ELECTRIC COMPANY

STREET AND SECURITY LIGHTING - COMPANY OWNED EQUIPMENT S-1

RATE

A. Luminaire Charge:

Incandescent*

<u>Lumen Rating</u>	<u>Wattage</u>	<u>Code</u>	<u>Annual \$/Unit</u>
1,000 *	105	(10)	\$69.84
2,500 *	202	(11)	97.20
6,000 *	448	(13)	153.00
10,000 *	620	(14)	187.56

Mercury Vapor

<u>Lumen Rating</u>	<u>Wattage</u>	<u>Code</u>	<u>Annual \$/Unit</u>
<u>Streetlights</u>			
4,000 *	134	(03)	\$ 74.28
8,000 *	217	(04)	92.88
11,000 *	299	(16)	122.52
22,000 *	454	(05)	168.24
63,000 *	1094	(06)	341.64

Post Top

4,000**	134	(01)	84.24
8,000**	217	(02)	118.44

Floodlights

22,000*	454	(23)	188.16
63,000*	1094	(24)	383.04

Sodium Vapor

<u>Lumen Rating</u>	<u>Wattage</u>	<u>Code</u>	<u>Annual \$/Unit</u>
<u>Streetlights</u>			
4,000	59	(70)	\$71.04
5,800*	63	(71)	87.72
9,600	117	(72)	96.96
13,000(Ref 1)	(41)	109.56	
16,000	171	(73)	110.16
27,500	307	(74)	151.20
50,000	471	(75)	216.72
140,000*	1096	(76)	361.08

MASSACHUSETTS ELECTRIC COMPANY

STREET AND SECURITY LIGHTING - COMPANY OWNED EQUIPMENT S-1

<u>Lumen Rating</u>	<u>Wattage</u>	<u>Code</u>	<u>Annual \$/Unit</u>
<u>Floodlights</u>			
27,500	300	(77)	\$205.44
50,000	466	(78)	253.56
140,000*	1,096	(80)	411.36
<u>Post Top</u>			
4,000 **	59	(83)	77.04
9,600 **	117	(79)	90.60
<u>Wallighter</u>			
27,500 (12 Hr.)	300	(81)	174.12
27,500 (24 Hr.)	300	(82)	209.28

* No further installation or relocation of this size light after the effective date of this rate.

** Post top luminaires will only be permitted in underground development areas.

In conformance with the American Standards Association roadway lighting practice, the mounting height of the luminaires as coded shall be no lower than the following nominal heights.

Code 01, 02, and 79, 83 - Nominal 13 ft. mounting height, Post Top
Code 03, 04, 11, 41, 70, 71,
72, & 77 - Nominal 25 ft. mounting height
Code 05, 06, 73, 74, & 78 - Nominal 30 ft. mounting height
Code 76 - Nominal 35 ft. mounting height

B. Pole and Accessory Charge:

An additional annual charge as enumerated below in the schedule of pole prices will be applied to the foregoing charges for the luminaire stated in Section A where the Company is requested to furnish a suitable pole, for the sole purpose of supporting a luminaire. If at a future date the pole is used for any purpose approved by the Company in addition to supporting a street and/or floodlight luminaire, the pole charge will be terminated.

MASSACHUSETTS ELECTRIC COMPANY

STREET AND SECURITY LIGHTING - COMPANY OWNED EQUIPMENT S-1

Overhead Service

<u>Mounting Height</u>	<u>Code</u>	<u>Annual \$/Unit</u>
<u>Wood Poles</u>	(P)	\$46.56
<u>Charge for Shared Pole</u>	(A)	23.28

Underground Service

<u>Mounting Height</u>	<u>Code</u>	<u>Annual \$/Unit</u>
<u>Non-Metalic</u>		
Fiberglass without Base	(R)	\$54.84
Fiberglass with Base <25 ft.	(C)	\$114.36
Fiberglass with Base =>25 ft.	(D)	\$191.16
<u>Metal Poles</u>		
(Embedded)	(F)	\$55.56
(With Foundation)	(T)	\$142.56
(Shared Pole Chrg)	(H)	\$71.28

Rate for Retail Delivery Service

<u>Wires Charge per kWh</u>	.358¢
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TOTAL STREETLIGHT BILL

The monthly streetlight bill shall consist of the service and maintenance cost per unit (with pole charge if applicable) plus wires charges plus fuel adjustment charges.

MASSACHUSETTS ELECTRIC COMPANY

STREET AND SECURITY LIGHTING - COMPANY OWNED EQUIPMENT S-1

ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Standard Fuel Clause as from time to time effective in accordance with law.

HOURS OF OPERATION

All street lights will be operated every night from approximately one-half hour after sunset until approximately one-half hour before sunrise, a total of approximately 4,175 hours each year.

PAYMENTS

One-twelfth of the annual price including such adjustments herein specified will be billed each and every month beginning with the month next following the month in which service is rendered.

RELAMPING

All lamps will be spot replaced on burnout. The Customer is responsible for notifying the Company of lamp outages.

FAILURE OF LIGHTS TO BURN

Should any light or lights fail to burn the full period provided therefore, except as hereinafter specified, a deduction will be made from the luminaire price of such light or lights, upon presentation of a claim therefor from the Customer, equivalent to such part of the annual price thereof as is equal to the ratio that the time of any outage bears to the annual burning time of such light or lights. The provisions of this paragraph will apply only if such failure is due to some cause or condition which might reasonably have been prevented by the Company and without limiting the generality of the foregoing will not apply in case such failure is due to an act of God or an act or order of any public authority or accidental or malicious breakage; provided, however, that in the latter case the necessary repairs are made with reasonable dispatch upon notification by the Customer.

EXCESSIVE DAMAGE

Excessive damage due to wanton or malicious acts will be charged to the Customer at the actual cost of labor and material required to repair or replace the unit. Excessive damage is defined as a pole, lamp, fixture or conductors being broken or damaged more than once a year. Notification of excessive damage will be made to the Customer by the Company prior to billing for repairs.

MASSACHUSETTS ELECTRIC COMPANY

STREET AND SECURITY LIGHTING - COMPANY OWNED EQUIPMENT S-1

TERM OF AGREEMENT

Two years. Upon expiration of the initial or any subsequent period of any agreement, it will continue for additional periods of one year unless, at least six months prior to such expiration, either party has given to the other written notice that it desires to have the agreement terminate at such expiration date.

DISCONTINUANCE OF LIGHTS

A Customer may not discontinue, during any calendar year, lights in excess of one percent of the maximum number of each type and size of lights in service at any time during such calendar year, unless the discontinued lights in excess of one percent are replaced by such number of other types of lights wherein the Company owns and maintains such lights as may be mutually agreed upon, or the Customer agrees to pay the Company an amount equal to the unamortized balance of the original installation cost of each light in excess of one percent.

CONTINUANCE OF SERVICE AT REQUEST OF PRIVATE PARTY

A street light which a city or town or developer has requested the Company to discontinue, may be retained in or restored to service at the request of an individual customer of the Company who owns or occupies adjacent premises, provided that (1) the street light fixture is still in place, (2) the customer agrees in writing to pay for the service on a monthly basis at one-twelfth of the applicable annual price, and (3) the Company receives payment of the \$25.00 reactivation charge, if the light has been disconnected. The customer may terminate the agreement at any time, after 30 days' notice in writing to the Company. Upon such notice, if the city or town does not accept responsibility for payment, the Company will disconnect the light.

TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where applicable hereto and not inconsistent with any specific provisions hereof, are a part of this rate.

Effective January 1, 1997

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING-OVERHEAD-CUSTOMER OWNED EQUIPMENT S-2 Effective
M.D.P.U. No. 959 January 1, 1997

Adjusted By:

Luminaire

<u>Type/Lumens</u>	<u>Code(s)</u>	<u>Annual KWH</u>
<u>Mercury Vapor</u>		
4,000	113	561
8,000	114	908
22,000	115	1,897
22,000 FL	117	1,897
63,000	116	4,569
63,000 FL	118	4,569
<u>Sodium Vapor</u>		
4,000	100	248
5,800	101	349
9,600	102	490
16,000	104	714
27,500	105	1,284
27,500 FL	108	1,255
27,500 (12 Hr.)	111	1,314
27,500 (24 Hr.)	112	2,628
50,000	106	1,968
50,000 FL	109	1,968
140,000	107	4,578

Other Rate Clauses apply as usual.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING - OVERHEAD - CUSTOMER-OWNED EQUIPMENT S-2

AVAILABILITY

Street Lighting Service is available under this rate for street lighting installations owned by any city or town or other public authority, hereinafter referred to as the Customer, pursuant to an agreement to be entered into by the Customer and the Company and in accordance with the qualifications and the specifications hereinafter set forth:

1. For municipally-owned or accepted roadways, including those classified as "private ways" for which a municipality has agreed to supply street lighting service.
2. For municipally-owned or accepted parking lots, driveways, and park walkways, if served through overhead conductors where such equipment is accessible to company motorized equipment.
3. For the installation of Customer owned lighting equipment on existing Company overhead distribution systems. All installations will be made by the Company or its agent.
4. To private contractors for street lighting installations for streets which have not yet been accepted by the municipality, where the contractor has furnished written proof of the approval of such street lighting plan by the municipality.
5. Not for limited access highways and the access and egress ramps thereto.

This rate is available for overhead service only, and only for street lighting equipment within a geographic area, the minimum area being an entire street.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING - OVERHEAD - CUSTOMER-OWNED EQUIPMENT S-2

ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Standard Fuel Clause as from time to time effective in accordance with law.

INSTALLATION, REMOVAL OR REPLACEMENT CHARGE

\$80 per fixture (bracket, luminaire, conductors, ancillary equipment) each time a fixture or its separate components are installed, removed or replaced unless the installation, removal or replacement is at the convenience of the Company. If the installation, removal and replacement of a luminaire is done at the same time, resulting in one site visit, the Customer will be charged \$80. If the removal and replacement/installation are done at two different times resulting in two site visits, the Customer will be charged \$80 for the removal and \$80 for the replacement/installation. .

RELOCATION CHARGE

\$100 per luminaire will be charged if the Customer requests to relocate the luminaire onto another pole.

(E) Service and Maintenance Charge

The Company will undertake such service and maintenance of Company-approved Customer-owned street light equipment at the following rates:

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING - OVERHEAD - CUSTOMER-OWNED EQUIPMENT S-2

Sodium Vapor

<u>Lumen Rating</u>	<u>Wattage</u>	<u>Code</u>	<u>Annual \$/Unit</u>
<u>Streetlights</u>			
4,000	59	100	\$33.80
5,800	63	101	39.60
9,600	117	102	46.96
16,000	181	104	58.35
7,500	307	105	87.84
50,000	471	106	123.65
140,000	1,096	107	282.46

Floodlights

27,500	307	108	101.35
50,000	471	109	138.41

Wallighter

27,500 (12 Hr.)	300	111	88.17
27,500 (24 Hr.)	300	112	155.70

Mercury Vapor

Streetlights

4,000	59	113	\$43.94
8,000	217	114	61.73
22,000	454	115	113.23
63,000	1094	116	253.60

Floodlights

22,000	454	117	\$123.19
63,000	1,094	118	263.56

(F) Pole and Accessory Charge:

An additional annual charge, as enumerated below in the schedule of pole prices, will be applied where the Company is requested to furnish a suitable pole for the sole purpose of supporting a

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING - OVERHEAD - CUSTOMER-OWNED EQUIPMENT S-2

luminaire. If, at a future date, the pole is used for any purpose approved by the Company in addition to supporting a street and/or floodlight luminaire, the pole charge will be terminated.

Overhead Service

<u>Mounting Height</u>	<u>Code</u>	<u>Annual \$/Unit</u>
<u>Wood Poles</u>		
25' - 30'	(P)	\$46.56

Rate for Retail Delivery Service

<u>Wires Charge per kWh</u>	.358¢
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TOTAL STREETLIGHT BILL

The monthly streetlight bill shall consist of the service and maintenance cost per unit (with pole charge if applicable) plus wires charges plus fuel adjustment charges.

One-twelfth of the annual price for service, maintenance and poles, including such adjustments herein specified, will be billed each and every month beginning with the month following the month in which service is rendered.

FAILURE OF LIGHTS TO BURN

Should any light or lights fail to burn the full period provided therefore, except as hereinafter specified, a deduction will be made from the energy price of such light or lights, upon presentation of a claim therefore from the Customer, equivalent to such part of the annual price thereof as is equal to the ratio that the time of any outage bears to the annual burning time of such light or lights. The provisions of this paragraph will apply only if such failure is due to some cause or condition which might reasonably have been prevented by the Company and, without limiting the generality of the foregoing, will not apply in cases when such failure is due to an act of God, an act or order of any public authority, or accidental or malicious breakage; provided, however, that in the latter case the necessary repairs are made with reasonable dispatch upon notification by the Customer.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING - OVERHEAD - CUSTOMER-OWNED EQUIPMENT S-2

EQUIPMENT

The customer shall be responsible for specifying a particular type and size (Lumen rating) of light from the list contained in Section E of this tariff. All equipment shall be of utility grade and shall conform to the standards set forth by the Company. The Company reserves the right to refuse to install any equipment which, in its opinion, does not conform to its standards.

DEFECTIVE AND/OR DAMAGED EQUIPMENT

The Company shall maintain, repair and replace the photocells and lamps at no cost to the Customer. At the Customer's request, the Company will install, replace or remove the bracket, conductors, luminaires and ancillary equipment. The Customer is responsible for providing the Company with the necessary equipment other than photocells and lamps for installation, replacement or removal. The Customer is also responsible for the \$80 labor charges for the installation, replacement or removal of the equipment. Excessive damage due to wanton or malicious acts will be charged to the Customer at a charge of \$80 per instance. The Customer is responsible for providing the material required to repair or replace the unit in those instances of excessive damage. Excessive damage is defined as a pole, lamp, or photo cell which has been broken or damaged more than once a year. Notification of excessive damage will be made to the Customer by the Company prior to billing for repairs.

RE-LAMPING

All lamps will be spot replaced on burnout. The customer is responsible for notifying the Company of lamp outages.

PHOTO CELLS

Defective photo cells will be replaced at no extra charge.

NOTIFICATION

The Customer will give six months written advance notification of requests for installation, relocation, or removal of lights.

TERM OF AGREEMENT

Five years. After five years have passed the agreement will be automatically renewed until such time as one party notifies the other party, in writing, that it intends to terminate the agreement. Notice must be given six months prior to the date on which the agreement would otherwise be automatically extended.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING - OVERHEAD - CUSTOMER-OWNED EQUIPMENT S-2

TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where applicable hereto and not inconsistent with any specific provisions hereof, are a part of this rate.

Effective January 1, 1997

MASSACHUSETTS ELECTRIC COMPANY

Street Lighting - Underground - Division of Ownership S-3
M.D.P.U. No. 960

Effective
January 1, 1997

Adjusted By:

<u>Type/Lumens</u>	<u>Code(s)</u>	<u>Annual KWH</u>
<u>Mercury Vapor</u>		
4,000 PT	01	561
8,000 PT	02	908
4,000	03, 30	561
8,000	04, 31	908
22,000	05, 33	1,897
63,000	06	4,569
<u>Sodium Vapor</u>		
4,000	70, 53	248
5,800	51	349
9,600	72, 52	490
27,500	74, 36	1,284
50,000	75, 37	1,968
140,000	76, 38	4,578

Other Rate Clauses apply as usual.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING - UNDERGROUND - DIVISION OF OWNERSHIP S-3

AVAILABILITY

Service is available under this rate to any city, town or other public authority hereinafter referred to as the Customer, only for street lighting installations served by underground conductors, and involving a division of ownership and service as set forth under Option A, or Customer ownership and Company service as set forth under Option B, and in accordance with the following qualifications:

Qualifications

1. For municipally-owned or accepted roadways, which includes those classified as "private ways" for which a municipality has agreed to supply street light service.
2. For municipally-owned or accepted parking lots, driveways, and park walkways.
3. Customer-owned installations must be compatible with adjacent company-owned equipment and be in accordance with Company specifications.
4. This rate is not available for limited access highways and the access and egress ramps thereto.
5. Option B is available to a contractor, developer or association of customers, wherein the municipality has not agreed to accept responsibility for future payment of such lights.

Options

- A. Under this option the Customer agrees to install, own, and maintain all foundations on which the Company will set its poles and luminaires, and all conduit in which the Company will run its wiring.
- B. Under this option the Customer agrees to install and own all equipment necessary for an underground served street lighting installation, and requests the Company to provide electricity for light operation and service for certain portions of the equipment.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING - UNDERGROUND - DIVISION OF OWNERSHIP S-3

Rate Under Option A - for divided ownership and service

I. Luminaires

Mercury Vapor

<u>Lumen Rating</u>	<u>Code</u>	<u>Annual \$/Unit</u>
4,000 (Post Top)	(01)	\$91.80
8,000 (Post Top)	(02)	97.92
4,000	(03)	71.28
8,000	(04)	92.64
22,000	(05)	170.16
63,000	(06)	354.36

Sodium Vapor

<u>Lumen Rating</u>	<u>Code</u>	<u>Annual \$/Unit</u>
4,000	(70)	\$54.00
9,600	(72)	65.88
4,000 (Post Top)	(83)	66.12
9,600 (Post Top)	(79)	77.28
27,500	(74)	114.48
50,000	(75)	170.64
140,000	(76)	352.68

In conformance with the American Standards Association roadway lighting practice, the mounting height of the luminaires as coded will be no lower than the following nominal heights:

Code 01 and 02 - Nominal 13 ft. mounting height, Post Top
 Code 03, 04, 70 and 72 - Nominal 25 ft. mounting height
 Code 05, 06, 74 and 75 - Nominal 30 ft. mounting height
 Code 76 - Nominal 35 ft. mounting height

* No further installation or relocation of this type light will be made after the effective date of this rate.

II. New Pole Installations

An additional annual charge as enumerated below in the schedule of pole prices will be applied to the foregoing charge for the luminaire stated in Section I where the Company is requested to furnish, install, and connect a metal pole to the Customer's installed foundation and/or conduit.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING - UNDERGROUND - DIVISION OF OWNERSHIP S-3

<u>Non Metallic Poles</u>	<u>Code</u>	<u>Annual \$/Unit</u>
All	(Y)	\$57.00

<u>Metal Poles</u>	<u>Code</u>	<u>Annual \$/Unit</u>
All	(Z)	\$125.64

Rate Under Option B- for Customer-owned installations where the Company supplies only electricity and service subject to the service provisions hereinafter stated.

I. Luminaires

<u>Mercury Vapor</u>	<u>Code</u>	<u>Annual \$/Unit</u>
4,000 lumen 100 watt	(30)	\$33.60
8,000 lumen 175 watt	(31)	52.80
22,000 lumen 400 watt*	(33)	110.64

<u>Sodium Vapor</u>	<u>Code</u>	<u>Annual \$/Unit</u>
4,000 lumen 59 watt	(53)	\$25.32
5,800 lumen 63 watt*	(51)	31.92
9,600 lumen 117 watt	(52)	39.72
27,500 lumen 307 watt	(36)	79.80
50,000 lumen 471 watt	(37)	121.92
140,000 lumen 1096 watt*	(38)	286.80

* No further installation or relocation of this type or size light will be made after the effective date of this rate.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING - UNDERGROUND - DIVISION OF OWNERSHIP S-3

Rate for Retail Delivery Service

<u>Wires Charge per kWh</u>	.358¢
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TOTAL STREETLIGHT BILL

The monthly streetlight bill shall consist of the service and maintenance cost per unit (with pole charge if applicable) plus wires charges plus fuel adjustment charges.

ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions of Option A and B will be adjusted in accordance with the Company's Standard Fuel Clause as from time to time effective in accordance with law.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING - UNDERGROUND - DIVISION OF OWNERSHIP S-3

II. Service Provisions

The Company will undertake such service and maintenance of Company-approved Customer-owned street light equipment according to the following schedule:

1. Re-Lamping
All lamps will be spot replaced on burnout. The customer is responsible for notifying the Company of lamp outages.
2. Cleaning
All fixtures will be cleaned at intervals concurrent with re-lamping.
3. Photo Cells

Defective photo cells will be replaced as part of the service program at no extra charge.
4. Defective and/or Damaged Equipment

Equipment included for replacement by the Company will be photo cells, and lamps.

Luminaires, poles and brackets damaged by accident or vandalism will be replaced by the Customer and re-installed by the Company but only where such equipment is compatible and/or interchangeable with Company-owned equipment.

Foundations, ducts, and wiring within underground ducts, and such other equipment as is not compatible or inter-changeable with Company-owned equipment must be repaired or replaced by the Customer.
5. Crew Protection

The Customer will provide its own crew protection against traffic conditions.

Conditions

The following conditions apply to each option as noted.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING - UNDERGROUND - DIVISION OF OWNERSHIP S-3

INSTALLATION, REMOVAL OR REPLACEMENT CHARGE

\$80 per fixture (bracket, luminaire, conductors, ancillary equipment) each time a fixture or its separate components are installed, removed or replaced unless the installation, removal or replacement is at the convenience of the Company. If the installation, removal and replacement of a luminaire is done at the same time, resulting in one site visit, the Customer will be charged \$80. If the installation and replacement/installation are done at two different times resulting in two site visits, the Customer will be charged \$80 for the removal and \$80 for the replacement/installation.

RELOCATION CHARGE

\$100 per luminaire will be charged if the Customer requests to relocate the luminaire onto another pole.

Special Equipment - (Option B)

Types of luminaires or poles desired by a customer which are not included in the Company's Standards, will be considered as special. Before such equipment will be considered for use, it must meet all Company's Standards' requirements. If such equipment is then approved, the annual rate will be determined according to filed rates if possible, or if cost factors do not approximate filed rates, according to cost conditions existing at the time of installation.

The Company reserves the right of final decision on the use of special equipment.

Terms of Agreement - (Options A & B)

Five years unless otherwise specified. Upon expiration of the initial or any subsequent period of any agreement, unless otherwise specified, it will continue for additional periods of one year unless, at least six months prior to such expiration, either party has given to the other written notice that it desires to have the agreement terminate at such expiration date.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING - UNDERGROUND - DIVISION OF OWNERSHIP S-3

Discontinuance of Lights - (Option A)

The Customer may not discontinue, during any calendar year, lights in excess of one percent of the maximum number of each type of lights in service at any time during such year, unless such discontinued lights are replaced by such number of other types of lights as may be mutually agreed upon, or the Customer agrees to pay the Company an amount equal to the unamortized balance of the original installation cost.

Hours of Operation - (Options A & B)

All street lights will be operated every night from approximately one-half hour after sunset until approximately one-half hour before sunrise, a total of approximately 4175 hours each year.

Failure of Lights to Burn - (Options A & B)

Should any light or lights fail to burn the full period provided therefor, except as hereinafter specified, a deduction will be made from the luminaire price of such light or lights, upon presentation of a claim therefor from the Customer, equivalent to such part of the annual price thereof as is equal to the ratio that the time of any outage bears to the annual burning time of such light or lights. The provisions of this paragraph will apply only if such failure is due to some cause or condition which might reasonably have been prevented by the Company and without limiting the generality of the foregoing will not apply in case such failure is due to an act of God or an act or order of any public authority or accidental or malicious breakage; provided, however, that in the latter case the necessary repairs are made with reasonable dispatch upon notification by the Customer.

Excessive Damage - (Options A&B)

Excessive damage due to wanton or malicious acts will be charged to the Customer at \$80 per instance . The Customer is responsible for providing the material required to repair or replace the unit. Excessive damage is defined as a pole, lamp or photo cell being broken or damaged more than once a year. Notification of excessive damage will be made to the Customer by the Company prior to billing for repairs.

Payments - (Options A & B)

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING - UNDERGROUND - DIVISION OF OWNERSHIP S-3

One-twelfth of the annual price including such adjustments herein specified will be billed each and every month beginning with the month next following the month in which service is first rendered.

Terms and Conditions - (Options A & B)

The Company's Terms and Conditions in effect from time to time, where applicable hereto and not inconsistent with any specific provisions hereof, are a part of this rate.

Effective January 1, 1997

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING - COMPANY OWNED EQUIPMENT S-20 Effective
M.D.P.U. No. 961 January 1, 1997

Adjusted By:

Luminaire

<u>Type/Lumens</u>	<u>Code(s)</u>	<u>Annual KWH</u>
<u>Incandescent</u>		
1,000	10	440
2,500	11	845
6,000	13	1,872
10,000	14	2,591

Mercury Vapor

4,000 PT	01	561
8,000 PT	02	908
4,000	03	561
8,000	04	908
11,000	16	1,248
22,000	05	1,897
63,000	06	4,569
22,000 FL	23	1,897
63,000 FL	24	4,569

Sodium Vapor

4,000	70, 83	248
5,800	71	349
9,600	72, 79	490
13,000 (Retrofit)	41	758
16,000	73	714
27,500	74	1,284
27,500 FL	77	1,255
27,500 (12 Hr.)	81	1,314
27,500 (24 Hr.)	82	2,628
50,000	75	1,968
50,000 FL	78	1,968
140,000	76	4,578

Other Rate Clauses apply as usual.

MASSACHUSETTS ELECTRIC COMPANY
SODIUM-VAPOR CONVERSION
STREET LIGHTING - COMPANY OWNED EQUIPMENT S-20

AVAILABILITY

1. This rate is available to any Customer on Rate S-1 which agrees to convert all existing incandescent and mercury vapor source lights to sodium-vapor source lights. The agreement for such conversion is part of this rate.
2. Service under this rare is contingent upon Company ownership and maintenance of street lighting equipment.
3. Charges for the operation of street lighting equipment will be given special consideration when such equipment is installed in locations or under conditions such that the estimated income will be insufficient to justify the estimated cost of construction.

RATE

A. Luminaire Charge:

Incandescent

<u>Lumen Rating</u>	<u>Wattage</u>	<u>Code</u>	<u>Annual \$/Unit</u>
1,000	105	(10)	\$65.76
2,500	202	(11)	53.88
6,000	448	(13)	57.72
10,000	620	(14)	36.60

MASSACHUSETTS ELECTRIC COMPANY

SODIUM-VAPOR CONVERSION

STREET LIGHTING - COMPANY OWNED EQUIPMENT S-20

Mercury Vapor

<u>Lumen Rating</u>	<u>Wattage</u>	<u>Code</u>	<u>Annual \$/Unit</u>
<u>Streetlights</u>			
4,000	134	(03)	\$64.08
8,000	217	(04)	87.36
11,000	299	(16)	97.80
22,000	454	(05)	131.88
63,000	1094	(06)	139.44

Post Top

4,000	134	(01)	70.08
8,000	217	(02)	80.88

Floodlights

22,000	454	(23)	\$186.60
63,000	1094	(24)	176.52

Sodium Vapor

Streetlights

4,000	59	(70)	\$71.04
5,800	63	(71)	87.72
9,600	117	(72)	96.96
13,000(Ret)	181	(41)	109.56
16,000	171	(73)	110.16
27,500	307	(74)	151.20
50,000	471	(75)	216.72
140,000	1096	(76)	361.08

MASSACHUSETTS ELECTRIC COMPANY
SODIUM-VAPOR CONVERSION
STREET LIGHTING - COMPANY OWNED EQUIPMENT S-20

<u>Lumen Rating</u>	<u>Wattage</u>	<u>Code</u>	<u>Annual \$/Unit</u>
<u>Floodlights</u>			
27,500	300	(77)	\$205.44
50,000	466	(78)	253.56
140,000	1,096	(80)	411.36
<u>Post Top</u>			
4,000	59	(83)	77.04
9,600	117	(79)	90.60
<u>Wallighter</u>			
27,500 (12 Hr.)	300	(81)	174.12
27,500 (24 Hr.)	300	(82)	209.28

In conformance with the American Standards Association roadway lighting practice, the mounting height of the luminaires as coded shall be no lower than the following nominal heights.

Code 01, 02, and 79, 83 - Nominal 13 ft. mounting height, Post Top
Code 03, 04, 11, 41, 70, 71, 72, & 77 - Nominal 25 ft. mounting height
Code 05, 06, 73, 74, & 78 - Nominal 30 ft. mounting height
Code 76 - Nominal 35 ft. mounting height

B. Pole and Accessory Charge:

An additional annual charge as enumerated below in the schedule of pole prices will be applied to the foregoing charges for the luminaire stated in Section A where the Company is requested to furnish a suitable pole, for the sole purpose of supporting a luminaire. If at a future date the pole is used for any purpose approved by the Company in addition to supporting a street and/or floodlight luminaire, the pole charge will be terminated.

MASSACHUSETTS ELECTRIC COMPANY
SODIUM-VAPOR CONVERSION
STREET LIGHTING - COMPANY OWNED EQUIPMENT S-20

Overhead Service

<u>Mounting Height</u>	<u>Code</u>	<u>Annual \$/Unit</u>
<u>Wood Poles</u>	(P)	\$46.56
<u>Shared Pole Charge</u>	(A)	23.28

Underground Service

<u>Mounting Height</u>	<u>Code</u>	<u>Annual \$/Unit</u>
<u>Non-Metalic</u>		
Fiberglass Pole without Base	(R)	\$54.84
Fiberglass Pole with Base<25 ft.	(C)	114.36
Fiberglass Pole with Base =>25 ft.	(D)	191.16
<u>Metal Poles</u>		
(Embedded)	(F)	55.56
(With Foundation)	(T)	142.56
(Shared Pole Chrg)	(H)	71.28

Rate for Retail Delivery Service

<u>Wires Charge per kWh</u>	.358¢
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TOTAL STREETLIGHT BILL

The monthly streetlight bill shall consist of the service and maintenance cost per unit (with pole charge if applicable) plus wires charges plus fuel adjustment charges.

MASSACHUSETTS ELECTRIC COMPANY
SODIUM-VAPOR CONVERSION
STREET LIGHTING - COMPANY OWNED EQUIPMENT S-20

ADJUSTMENT FOR COST OF FUEL

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Standard Fuel Clause as from time to time effective in accordance with law.

HOURS OF OPERATION

All street lights will be operated every night from approximately one-half hour after sunset until approximately one-half hour before sunrise, a total of approximately 4,175 hours each year.

PAYMENTS

One-twelfth of the annual price including such adjustments herein specified will be billed each and every month beginning with the month next following the month in which service is rendered.

RELAMPING

All lamps will be spot replaced on burnout. The Customer is responsible for notifying the Company of lamp outages.

FAILURE OF LIGHTS TO BURN

Should any light or lights fail to burn the full period provided therefore, except as hereinafter specified, a deduction will be made from the luminaire price of such light or lights, upon presentation of a claim therefor from the Customer, equivalent to such part of the annual price thereof as is equal to the ratio that the time of any outage bears to the annual burning time of such light or lights. The provisions

MASSACHUSETTS ELECTRIC COMPANY
SODIUM-VAPOR CONVERSION
STREET LIGHTING - COMPANY OWNED EQUIPMENT S-20

of this paragraph will apply only if such failure is due to some cause or condition which might reasonably have been prevented by the Company and without limiting the generality of the foregoing will not apply in case such failure is due to an act of God or an act or order of any public authority or accidental or malicious breakage; provided, however, that in the latter case the necessary repairs are made with reasonable dispatch upon notification by the Customer.

EXCESSIVE DAMAGE

Excessive damage due to wanton or malicious acts will be charged to the Customer at the actual cost of labor and material required to repair or replace the unit. Excessive damage is defined as a pole, lamp, fixture or conductors being broken or damaged more than once a year. Notification of excessive damage will be made to the Customer by the Company prior to billing for repairs.

TERM OF AGREEMENT

Five years. Upon expiration of the initial or any subsequent period of any agreement, it will continue for additional periods of one year unless, at least six months prior to such expiration, either party has given to the other written notice that it desires to have the agreement terminate at such expiration date.

DISCONTINUANCE OF LIGHTS

A Customer may not discontinue, during any calendar year, lights in excess of one percent of the maximum number of each type and size of lights in service at any time during such calendar year, unless the discontinued lights in excess of one percent are replaced by such number of other types of lights wherein the Company owns and maintains such lights as may be mutually agreed upon, or the Customer agrees to pay the Company an amount equal to the unamortized balance of the original installation cost of each light in excess of one percent.

CONTINUANCE OF SERVICE AT REQUEST OF PRIVATE PARTY

A street light which a city or town has requested the Company to discontinue, may be retained in or restored to service at the request of an individual customer of the Company who owns or occupies adjacent premises, provided that (1) the street light fixture is still in place, (2) the customer agrees in writing to pay for the service on a monthly basis at one-twelfth of the applicable annual price, and (3) the Company receives payment of the \$25.00 reactivation charge, if the light has been disconnected. The customer may terminate the agreement at any time, after 30 days' notice in writing to the Company. Upon such notice, if the city or town does not accept responsibility for payment, the Company will disconnect the light.

MASSACHUSETTS ELECTRIC COMPANY
SODIUM-VAPOR CONVERSION
STREET LIGHTING - COMPANY OWNED EQUIPMENT S-20

TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where applicable hereto and not inconsistent with any specific provisions hereof, are a part of this rate.

Effective January 1, 1997

MASSACHUSETTS ELECTRIC COMPANY
GENERAL SERVICE - G-5 RATE INCENTIVE PROVISION

I. AVAILABILITY

A. The Massachusetts Electric Company (Company) shall grant a Long-Term Energy Agreement Discount (LEAD) to all customers who separately or together with their affiliates (the LEAD Customer) sign a LEAD Agreement under this provision and meet all of the following criteria:

- 1) The primary source of revenue for the LEAD Customer must be either (1) manufacturing which qualifies for a sales tax exemption for electricity as defined by Massachusetts taxing authorities under G.L.c. 64H, § 6(r)¹ or (2) the design or manufacture of computer or biotechnology products.
- 2) The LEAD Customer must have purchased a minimum of 25,000,000 kWh from Company during the last twelve months;
- 3) The LEAD Customer must have signed Service Extension Discount Agreements for all of its Rate G-3 accounts served by the Company and not have provided notice under any of these Agreements;
- 4) The LEAD Customer must have agreed to participate in the Company's Demand-Side Management programs;
- 5) The LEAD Customer must have executed a separate LEAD Agreement to provide the Company with a Minimum Commitment as defined below to purchase kilowatthours from the Company for at least five years; and
- 6) The LEAD Customer must have agreed to receive service under the terms of the Company's Time-of-Use Rate G-3 and to receive parallel billing under the Company's FLEX Rate G-5 tariff, or alternatively to take service exclusively under the Company's FLEX Rate G-5 tariff.

B. Other G-3 customers not meeting the above criteria ("Customer") may with the consent of the Company participate in the Parallel Service on Rate G-5 under Section V.B, below without making a Minimum Commitment or receiving a LEAD.

¹LEAD Customers qualifying under this clause must provide the Company with an appropriate Sales Tax Exempt Use Certificate.

MASSACHUSETTS ELECTRIC COMPANY
GENERAL SERVICE - G-5 RATE INCENTIVE PROVISION

C. Actual service and rendering of parallel bills under the G-5 rate is contingent upon the installation of the necessary metering and communications equipment as required under the G-5 tariff by the Company. Installation is subject to both the availability of such metering and communications equipment from the Company's suppliers and the conversion or installation procedures established by the Company. Until parallel billing can be provided under the G-5 rate, LEAD Customer and other Customers will be billed under the G-3 rate only.

D. This provision is closed as of January 1, 1997.

II. DEFINITION OF INCENTIVE

The Company shall provide a Long-Term Energy Agreement Discount (LEAD) from base rates for LEAD Customers signing a LEAD Agreement for a Minimum Commitment under this Provision. The LEAD shall be based on the following schedule:

Minimum Commitment by the LEAD Customer (GWH per Year)	Percentage Long-Term Energy Agreement Discount from Base Rates
25	5.0%
50	7.5%
75	10.0%
100	12.5%

The LEAD shall be applied to the usage at accounts included in a LEAD Agreement at otherwise applicable base rate exclusive of the Purchased Power Cost Adjustment, the Adjustment for the Cost of Conservation and Load Management, the Adjustment for the Cost of Fuel, the Energy Conservation Surcharge and any other adjustment mechanism approved or adopted by the Massachusetts Department of Public Utilities during the term of a LEAD Agreement executed pursuant to this Provision.

III. MINIMUM COMMITMENT

Minimum Commitment is defined as the minimum amount of kilowatthours the LEAD Customer agrees to purchase from the Company for five years after the effective date of the LEAD Agreement. The Minimum Commitment may be no less than 25 million kilowatthours per year. The Minimum Commitment may be comprised of usage from a combination of one or more accounts which the LEAD Customer or its affiliates have with the Company, provided, however, that the Minimum Commitment from each LEAD

MASSACHUSETTS ELECTRIC COMPANY
GENERAL SERVICE - G-5 RATE INCENTIVE PROVISION

Customer account must equal, at least, seventy-five (75) percent of total annual usage on the account during the 12 months prior to the contract. The Company shall apply the LEAD to the accounts for which it receives a Minimum Commitment from the LEAD Customer. During the term of the LEAD Agreement, the LEAD Customer's Minimum Commitment shall be adjusted to reflect kilowatthour savings from participation in the Company's Demand-Side Management Programs.

The LEAD Customer agrees to provide a letter of credit from a financial institution approved by the Company or other security acceptable to the Company for the amount of revenue calculated by applying the LEAD Customer's total average cost per kilowatthour including all adjustment clauses for the 12-month period prior to the LEAD agreement to the Minimum Commitment for the five year term of the LEAD Agreement. The security shall be released ratably over the term of the LEAD agreement.

IV. COMPUTATION OF CUSTOMER BILL

The LEAD Customer agrees to pay the Company for monthly service under the terms of Rate G-3 less the LEAD provided in this provision. For each of the first two years of parallel billing under the LEAD Agreement, upon the LEAD Customer's annual anniversary date (or upon the completion of 12 months of parallel billing under Rate G-5, if later), the Company shall compare the LEAD Customer's billings on Rate G-3 less the LEAD with the LEAD Customer's parallel billings under the Company's FLEX Rate G-5. The Company shall credit the LEAD Customer's next monthly G-3 bill with the difference if the G-5 billings are less than the G-3 bill less the LEAD. There will be no surcharges made to the LEAD Customer's accounts if the parallel billings on Rate G-5 exceed the billings under Rate G-3 less the LEAD.

The LEAD Customer's compliance with the Minimum Commitment shall be determined by the Company in the first 30 days following the anniversary date of the LEAD Agreement. If the LEAD Customer's usage is less than the Minimum Commitment for any account under the LEAD Agreement, the difference between the LEAD Customer's Minimum Commitment and the LEAD Customer's actual usage at that account shall be billed at the G-3 rate without the application of any LEAD. For this calculation, billing units for demand and kilowatthour use in each time period shall be determined by the prior twelve-months relationship between kilowatts and kilowatthours as measured by the ratio of the billing kilowatthours to billing kilowatts at that account. The kilowatthours use shall be apportioned to each time period with the application of the prior twelve-months ratio of on-peak period kilowatthours and off-peak period kilowatthours to total kilowatthours.

MASSACHUSETTS ELECTRIC COMPANY
GENERAL SERVICE - G-5 RATE INCENTIVE PROVISION

V. PARALLEL SERVICE ON RATE G-5

A. Parallel Billing for LEAD Customers Making a Minimum Commitment

The LEAD Customer agrees to the installation of appropriate metering communications, computer and software equipment for service under the Company's FLEX Rate G-5. The LEAD customer agrees to receive parallel billings for two-years under the G-5 rate with billing as described above. The LEAD Customer agrees to revision of the Base Period Usage and Customer Access Charge under the G-5 Rate on an annual basis following each anniversary date for each account parallel billed under Rates G-3 and G-5.

The LEAD Customer may elect service under Rate G-5 by giving notice to the Company 30-days prior to their anniversary date. Annual updates to the Customer Access Charge and Base Period Use shall then be determined in accordance with the terms of the Company's Rate G-5. The base period usage used to calculate the Customer Access Charge under Rate G-5 shall not be less than the LEAD Customer's Minimum Commitment.

B. Parallel Billing for Customers not Making A Minimum Commitment

A Customer defined under paragraph I.B shall be entitled to parallel billing under these Provisions on the same terms as a LEAD Customer but without receiving any LEAD or making any Minimum Commitment. Customer must sign a Service Extension Discount agreement with the Company and a separate agreement meeting the applicable requirements for the Customer under these Provisions.

VI. TERM OF SERVICE

The Term of Service under this provision shall be five (5) years.

Effective January 1, 1997